

## ATLANTA DIVISION

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## TRANSGRESSION OF THE FCRA

and through counsel, and files this First Amended Complaint for Injunctive Relief and Damages against Defendant Bank of America, N.A., adding a claim for transgression of the Fair Credit Reporting Act, and showing this Court as follows:

## PARTIES, JURISDICTION, AND VENUE

1. Lisa Gardner, Plaintiff in the above-styled matter, is a resident of Henry County, Georgia and may be served through counsel at the below-listed address.
2. Bank of America, N.A. (“BANA”) is a foreign corporation with its principal place of business located at 150 N College St, NC1-028-17-06, Charlotte,

NC, 28255, and BANA has been property served through its registered agent CT Corporation System at 289 S Culver St, Lawrenceville, GA, 30046.

**FACTS RELEVANT TO ALL COUNTS**

3. This case involves a foreclosure by BANA on Plaintiff's property which lies next to the property which was the intended security for a Home Equity Line of Credit ("HELOC") in the amount of \$200,000.
4. Mrs. Gardner has been in the midst of economic hardship for some time now because the contractor who was supposed to build her Veterinary Clinic in Locust Grove embezzled over a million dollars and left her and her husband on the hook to finish her project and to pay for the construction loan—which was secured by all of their real property.
5. BANA should have had the superior lien on Plaintiff's residential property but did not include the correct property description in its security deed, so its security deed is void.
6. Even if it were not void, the security deed was not properly recorded on Plaintiff's residence because it had the wrong property description, and the inferior lienholder who financed Mrs. Gardner's veterinary hospital was able to foreclose on Plaintiff's home in 2017.
7. Because its interest was wiped out, BANA improperly sought to exercise its right of foreclosure against Plaintiff's abutting property.



8. However, BANA erroneously recorded the land description for Mrs. Gardner's undeveloped lot next door, rather than the acreage underlying 275 Butler Bridge Drive, as the security for the HELOC:

THE FOLLOWING REAL PROPERTY SITUATED IN COUNTY OF HENRY AND STATE OF GEORGIA, DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 78 AND 79 OF THE 8<sup>th</sup> DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 40.26 ACRES, AS SHOWN ON PLAT OF SURVEY MADE FOR BOBBY ABBOTT BY JOE ROWAN, JR., HENRY COUNTY SURVEYOR, DATED JANUARY 16, 1986, RECORDED ON PLAT BOOK 12, PAGE 14, HENRY COUNTY RECORDS. THE DESCRIPTION OF SAID PROPERTY AS CONTAINED ON SAID PLAT IS HEREBY INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF. LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING ON BEING IN LAND LOTS 78 OF THE 8<sup>th</sup> DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 1.42 ACRES, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO PLAT OF SURVEY MADE FOR JOSEPH ARMOND DANIELL AND ELSIE M. DANIEL BY JOHN M. MASSEY, JR., GEORGIA REGISTERED LAND SURVEYOR NO. 2490, DATED AUGUST 28, 1993, RECORDED IN PLAT BOOK 22, PAGE 113, HENRY COUNTY RECORDS. THE DESCRIPTION OF SAID PROPERTY AS CONTAINED ON SAID PLAT IS HEREBY INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

PROPERTY ADDRESS: 275 BUTLER BRIDGE DRIVE

A copy of the security Deed is attached hereto as Exhibit 1.

9. When the parties executed the security deed, all parties understood that the security for the HELOC was 275 Butler Bridge Drive, and they did not understand that the property description was for her parcel next door.
10. The property address and the property description are in conflict.
11. Because the deed is internally inconsistent, it is void. See i.e. *Harpagon Co., LLC v. Gelfond*, 279 Ga. 59, 61 (2005).
12. Further, the inclusion of the physical address was clear notice of the parties' intent that the residence was the security for the line of credit. See i.e. *Ceasar v. Wells Fargo Bank, N.A.*, 322 Ga. App. 529, 531–32, 744 S.E.2d 369, 373, *adopted sub nom. Ceasar v. Wells Fargo Bank* (Ga. State Ct. 2013); see also *SunTrust Bank v. Equity Bank, S.S.B.*, 312 Ga. App. 644, 644, 719 S.E.2d 539, 540 (2011).
13. Pursuant OCGA § 44-5-34, while the preceding of two conflicting clauses in a deed will generally prevail, the statute dictates that “the intention of the parties should, if possible, be ascertained from the whole instrument and carried into effect.”
14. The clear intention of the parties was that the *home* equity line of credit be secured by the home listed by specific address in the deed, “275 BUTLER BRIDGE DRIVE”. See Exhibit 1 at 6.

15. Further, BANA, at all times, represented that the HELOC was secured by 275 Butler Bridge Drive, McDonough, GA. See Exhibits 2-
16. BANA does not issue HELOCs on undeveloped parcels of land.
17. On December 17, 2018, BANA sent a letter entitled Notice of right to cure the default and intent to accelerate identifying “275 Butler Bridge DR McDonough, GA 30252” as the security for the HELOC, stating, “The home equity loan is in serious default because the required payments have not been made...” A copy of the Notice of right to cure the default and intent to accelerate the HELOC on 275 Butler Bridge Drive is attached hereto as Exhibit 2.
18. In response to BANA’s letter, and despite the fact that the security for the HELOC had been foreclosed upon by another lender, Mrs. Gardner reached out to BANA in order to modify the HELOC loan because she wished to repay her debt, whether or not BANA had security on it.
19. To that end, BANA accepted a payment on the HELOC in 2019, but subsequently refused any further payments, unless they were payments in full on the balance of the loan.
20. In the course of applying for the modification, Mrs. Gardner and her husband advised BANA that it had erroneously recorded the wrong security for the HELOC. To wit, the Gardners brought the improper recording of the

undeveloped property as the security on the loan, while the parties had intended that 275 Butler Bridge Drive is the security on the loan.

21. In response, BANA informed the Gardners that its legal department does not make mistakes like that, and informed Mrs. Gardner that 275 Butler Bridge is the security for the HELOC.
22. Following this assurance by BANA, the parties continued to treat 275 Butler Bridge drive as the intended security for the loan.
23. On January 18, 2019, BANA sent a letter to the Gardners identifying 275 Butler Bridge as the “Property Address” of the HELOC. See January 18, 2019 letter identifying the Property Address as 275 Butler Bridge Drive attached as Exhibit 3.
24. Also on January 18, 2019, BANA sent correspondence requesting additional documentation by February 21, 2019 “to find out if you may qualify for a home loan modification.” See January 18, 2019 home loan modification letter from BANA attached as Exhibit 4.
25. While Mrs. Gardner and BANA were negotiating a modification on the HELOC, on February 21, 2019, BANA had Mrs. Gardner execute a verification of occupancy for 275 Butler Bridge Drive because 275 Butler

Bridge Drive is the security for the deed. A copy of the Verification of Occupancy for 275 Butler Bridge Drive is attached hereto as Exhibit 5.<sup>1</sup>

**26.** On February 22, 2019, BANA sent a letter to the Gardners identifying 275 Butler Bridge as the “Property Address” of the HELOC. See February 22, 2019 letter identifying the Property Address as 275 Butler Bridge Drive attached as Exhibit 6.

**27.** Also, on February 22, 2019, BANA sent a letter to the Gardners thanking them for their financial documentation and for “beginning the home loan assistance process”. See February 22, 2019 letter regarding beginning the home loan assistance process attached as Exhibit 7.

**28.** On February 26, 2019, BANA sent a letter to the Gardners asking for more information and documentation in support of their home loan assistance evaluation. A copy of BANA’s February 26, 2019 correspondence is attached hereto as Exhibit 8.

**29.** While Mrs. Gardner and BANA were negotiating a modification on the HELOC, BANA ordered an appraisal on 275 Butler Bridge Drive as part of the modification because the intent of the parties was that 275 Butler Bridge Drive is the security for the deed.

**30.** On March 8, 2019, BANA sent the Gardners a letter stating as follows:

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<sup>1</sup> The Gardners rented 275 Butler Bridge Drive at that time.

“As part of our review of your request for loss mitigation assistance, the estimated market value of your property was completed, and we’re providing the information to you as required by law.” See Cover Letter and Appraisal of 275 Butler Bridge Drive attached hereto as Exhibit 9.

**31.** On May 16, 2019, BANA again sent a letter to the Gardners identifying 275 Butler Bridge Drive as the property address for the HELOC, stating, “Due to a recent change in the status of your home loan assistance request, you will no longer be assigned to a dedicated, single point of contact.” BANA’s May 16, 2019 letter is attached hereto as Exhibit 10.

**32.** On May 7, 2019, BANA, through its debt collection law firm, which ultimately conducted the foreclosure on the undeveloped parcel, sent a demand letter identifying 275 Butler Bridge Drive as the Security for the HELOC, and stating that the HELOC can be reinstated for \$184,484.24. The May 7, 2019 Debt Collection Letter is attached as Exhibit 11.

**33.** Despite the parties’ intent that the HELOC attached the residence at 275 Butler Bridge Drive, BANA filed a false “Affidavit Affecting Title” executed by the same debt collection law firm on July 31, 2019, claiming that the “Deeds contained an error in the legal description citing the property address as 275 Butler Bridge Drive...” See Affidavit attached as Exhibit 12.

- 34.** BANA failed to mail notice or its new position that it had made a mistake, that the undeveloped property was security for the loan, that it intended to foreclose on the undeveloped parcel, or that it was initiating foreclosure on the undeveloped parcel to Mrs. Gardner prior to initiating a foreclosure on the Security Deed.
- 35.** Instead, BANA sent correspondence to the Gardners on November 16, 2019 inviting them to apply for a loan modification, stating “[i]f you would like to stay in your home or otherwise avoid foreclosure, you may be interested in options provided in this letter...” and “...we can provide help with your home equity line of credit...” A copy of BANA’s November 16, 2019 letter is attached as Exhibit 13.
- 36.** BANA then foreclosed on Mrs. Gardner’ undeveloped parcel on January 7, 2020.
- 37.** Further, BANA sent a letter to 275 Butler Bridge Drive to notify the tenant that BANA had foreclosed on that property, and listed that address for sale, all showing BANA had intended to use 275 Butler Bridge Drive as collateral, and that its internal system treated it as the collateral, even after the date of the foreclosure.
- 38.** After being notified by the current owner that it does not have a deed to 275 Butler Bridge Drive, BANA withdrew its listing.

### **COUNT I. WRONGFUL FORECLOSURE**

39. Mrs. Gardner re-alleges and incorporate all preceding paragraphs of this Complaint as if fully set forth herein.
40. As previously addressed hereinabove, BANA did not have a legal right to foreclose on Plaintiff's property.
41. As the holder of the purported Security Deed, pursuant to OCGA § 23-2-114, powers of sale "shall be strictly construed and fairly exercised", yet BANA breached its duty to fairly exercise its power of sale when it first filed a false affidavit and then foreclosed on property based on an—at best—ambiguous property description.
42. BANA was obligated conduct the foreclosure in good faith and in a fair manner.
43. Despite BANA's duty, it first represented that 275 Butler Bridge Drive is the security for the HELOC from the inception and throughout the life of the loan, but foreclosed on the undeveloped parcel next door without notifying Plaintiff that BANA had determined that was the collateral.
44. Despite the fact that the security deed was void, BANA foreclosed on the undeveloped parcel next door to 275 Butler Bridge Drive.
45. Despite the fact that the Security deed lists 275 Butler Bridge Drive as the home that secured the Home Equity Line of Credit, BANA foreclosed on the



undeveloped parcel next door, which is not a home nor the security for the HELOC.

**46.** Defendant breached its duty by acting intentionally and in bad faith in filing a false affidavit to facilitate foreclosure on property to which it had no interest.

**47.** Defendant acted recklessly by foreclosing on one property while its internal records indicated the security for Mrs. Gardner's loan was her residential address 275 Butler Bridge Drive, McDonough, GA.

**48.** Further, BANA's foreclosure, when it had no legal right to foreclose, is a breach of its duties under OCGA § 23-2-114. See *DeGolyer v. Green Tree Servicing, LLC*, 291 Ga. App. 444 (2008), quoting *Brown v. Freedman*, 222 Ga. App. 213 (1996).

**49.** Further, BANA breached its duties by conducting the foreclosure without first sending notice to the Gardners.

**50.** The intentional acts of Defendant, as referenced above, caused Mrs. Gardner to suffer severe emotional distress and anxiety, mental anguish,<sup>2</sup> negative credit, and to outlay attorney's fees and costs in seeking to correct this problem—including postage.

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<sup>2</sup> *DeGolyer v. Green Tree Servicing, LLC*, 291 Ga. App. 444, 449 (2008) (““In a wrongful foreclosure action, an injured party may seek damages for mental anguish in addition to cancellation of the foreclosure.””)

51. As a direct and proximate result of Defendant's wrongful foreclosure of Plaintiff's property, Mrs. Gardner has suffered extensive damages.

52. As a result of Defendant's wrongful foreclosure and the intentional infliction of emotional distress on Mrs. Gardner, Defendant is liable to Mrs. Gardner in an amount to be determined at trial.

53. Defendant is liable to Mrs. Gardner for costs, expenses, and attorneys' fees incurred as a result of Defendant's wrongful foreclosure.

## **COUNT II. INJUNCTIVE RELIEF**

54. Mrs. Gardner re-alleges and incorporates all preceding paragraphs of this Complaint as if fully set forth herein.

55. Because BANA has wrongfully foreclosed on Plaintiff's property, she seeks cancellation of the January 2020 foreclosure sale.<sup>3</sup>

56. Based on Plaintiff's likelihood of success on the merits, the likelihood of immediate and irreparable harm, and the minimum harm that would come to Defendant, Plaintiff requests that this Court enter a temporary restraining order against Defendant preventing Defendant from selling Plaintiff's property or taking any action to dispossess her of the property.

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<sup>3</sup> *DeGolyer v. Green Tree Servicing, LLC*, 291 Ga. App. 444, 449 (2008) ("In a wrongful foreclosure action, an injured party may seek damages for mental anguish in addition to cancellation of the foreclosure.")

- 57.** Following the issuance of a temporary restraining order to immediately protect against immediate and irreparable harm to Mrs. Gardner, she is entitled to a hearing and interlocutory injunction in order to protect Plaintiff's interests after the expiration of the temporary restraining order.
- 58.** Plaintiff's likelihood of success on the merits of this case, the likelihood of immediate and irreparable injury, and the minimum harm that would come to Defendant if such an injunction is issued, permits this Court to enter an interlocutory injunction in order to preserve the status quo and protect Plaintiff's interests until a final judgment is entered in this case.

### **COUNT III. PUNITIVE DAMAGES**

- 59.** Mrs. Gardner re-alleges and incorporates all preceding paragraphs of this Complaint as if fully set forth herein.
- 60.** Pursuant to OCGA § 51-12-5.1(a), Mrs. Gardner avers and would show that the acts of the Defendant as referenced hereinabove constitute that degree of wantonness and that entire want of care which would raise the presumption of a conscious indifference to the consequences.
- 61.** Pursuant to OCGA § 51-12-5.1(d), Mrs. Gardner is entitled to an award of punitive damages in an amount which is adequate to punish and deter the Defendant from engaging in similar acts in the future.

#### **COUNT IV. ATTORNEYS' FEES**

**62.** Mrs. Gardner re-alleges and incorporate all preceding paragraphs of this Complaint as if fully set forth herein.

**63.** As previously referenced herein, Mrs. Gardner is entitled to an award of reasonable attorneys' fees because Defendant has acted in bad faith, has been stubbornly litigious, and has caused Mrs. Gardner unnecessary trouble and expense.

#### **COUNT V: VIOLATION OF THE FAIR CREDIT REPORTING ACT ("FCRA"), 15 U.S.C. § 1681s-2(b)**

**64.** Plaintiff is a "consumer as defined by sections 1681a(c) of the FCRA.

**65.** BANA is a furnisher of information as contemplated by FCRA section 1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with consumers.

**66.** On March 27, 2020, Plaintiff sent a dispute letter to each of the three National Credit Reporting Agencies ("CRAs") disputing BANA's reporting of the HELOC as "Foreclosure Initiated". Copies of these disputes are attached as Exhibits 14 - 16.

**67.** On April 21, 2020, Mrs. Gardner sent a follow-up dispute to Trans Union.

**68.** On April 27, 2020, Mrs. Gardner sent a follow-up dispute to Experian.

- 69.** Each time a CRA received a dispute letter from Plaintiff regarding BANA's reporting of Plaintiff's Loan, each CRA forwarded these disputes to BANA, or otherwise notified BANA of Plaintiff's disputes.
- 70.** BANA received notice from each CRA following receipt of a dispute from Plaintiff.
- 71.** BANA re-verified its representations to TransUnion, Equifax, and Experian repeatedly. TransUnion, Equifax, and Experian then parroted the information back to third parties through her credit reporting database.
- 72.** BANA violated section 1681s-2(b) of the FCRA by continuing to report Plaintiff's Loan as foreclosure initiated to TransUnion, Equifax, and Experian; by failing to fully and properly investigate Plaintiff's disputes regarding the reporting of this information; by failing to review all relevant information regarding same; by failing to accurately respond to TransUnion; by failing to accurately respond to Equifax; by failing to accurately respond to Experian; by failing to correctly report results of an accurate investigation to every other credit reporting agency; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of this information to the CRAs.
- 73.** As a result of this conduct, action and inaction of BANA, Plaintiff suffered damage by loss of credit; loss of the ability to purchase and benefit from

credit; the expense of disputing; the time spent disputing; and the mental and emotional pain, anguish, humiliation, and embarrassment resulting therefrom.

**74.** BANA's conduct, action, and inaction was willful, rendering it liable for actual, statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent entitling Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

**75.** Plaintiff is entitled to recover costs and attorney's fees from BANA in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

**WHEREFORE, Mrs. Gardner prays for the following relief:**

- (a) That this Court immediately enter a Temporary Restraining Order preventing Defendant from taking any action to sell or take possession of Plaintiff's property;
- (b) That this Court enter an interlocutory injunction preventing Defendant from taking any action to sell or take possession of Plaintiff's property;
- (c) That this Court enter judgment in favor of Mrs. Gardner;
- (d) That Mrs. Gardner be awarded statutory damages;
- (e) That Mrs. Gardner be awarded her actual damages;
- (f) That Mrs. Gardner be awarded compensatory damages in an amount to be determined at trial;

- (g) That Mrs. Gardner be awarded punitive damages in an amount determined at trial;
- (h) That Mrs. Gardner be awarded all costs of litigation, including reasonable attorneys' fees; and
- (i) Such further relief as this Court deems appropriate.

**TRIAL BY JURY IS HEREBY DEMANDED ON ALL NON-EQUITABLE CLAIMS.**

This 20<sup>th</sup> day of May, 2020.

Respectfully submitted,

**SMITH, WELCH, WEBB & WHITE,  
LLC**

/s/ Orion G. Webb

Orion G. Webb, Esq.

Georgia Bar No. 479611

Grant E. McBride

Georgia Bar No. 109812

Miranda N. Hanley, Esq.

Georgia Bar No. 451274

*Attorneys for Mrs. Gardner*

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**CERTIFICATE OF SERVICE**

This is to certify that on May 20, 2020, I electronically filed **PLAINTIFFS' FIRST AMENDED COMPLAINT** with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to attorneys of record.

**/s/ Orion G. Webb**

Orion G. Webb

Georgia Bar No. 479611

Smith Welch Webb & White, LLC

280 Country Club Drive #300

Stockbridge, Georgia 30281

(770) 389-4864 (telephone)

(770) 389-5193 (facsimile)

[owebb@smithwelchlaw.com](mailto:owebb@smithwelchlaw.com)

*Attorney for Plaintiffs*

**CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 5.1**

Plaintiffs' counsel hereby certifies that this pleading has been prepared with one of the font and point selections approved by the Court in L.R. 5.1.

**SMITH, WELCH, WEBB & WHITE, LLC**

**/s/ Orion G. Webb**

ORION G. WEBB

Georgia State Bar No. 479611



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Gardner, Lisa C  
Loan Number: 66318002381599

Record and Return To:  
Fiserv Lending Solutions  
27 Inwood Road  
ROCKY HILL, CT 06067

PREPARED BY: WAYNE PETERSON  
BANK OF AMERICA  
8000 SOUTHSIDE BLVD  
JACKSONVILLE, FL 32256

DOCH 030831  
FILED IN OFFICE  
07/24/2007 08:45 AM  
BK:10356 PG:294-306  
JUDITH A LEWIS  
CLERK OF SUPERIOR COURT  
HENRY COUNTY

GEORGIA INTANGIBLE  
TAX PAID  
\$600.00  
DATE 7/23/2007

*Judith A. Lewis*  
CLERK OF SUPERIOR COURT  
HENRY COUNTY

[Space Above This Line For Recording Date]

## SECURITY DEED

### DEFINITIONS

- (A) "Security Instrument" means this document, which is dated JULY 6, 2007, together with all Riders to this document.  
(B) "Borrower" is LISA C GARDNER, DAVID A GARDNER

the party or parties who have signed this Security Instrument.  
Borrower is the grantor under this Security Instrument.

- (C) "Lender" is Bank of America, NA

Lender is a National Banking Association organized  
and existing under the laws of THE UNITED STATES OF AMERICA  
Lender's address is 100 North Tryon Street, Charlotte, North Carolina  
28255

Lender is the grantee under this Security Instrument.

- (D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrowers.  
(E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.  
(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$200,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, Finance Charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.  
(G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid Finance Charges, outstanding fees, charges, and costs.  
(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on JULY 6, 2032  
(I) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property."

LISA C GARDNER/995071841357360  
GEORGIA HOME EQUITY LINE OF CREDIT SECURITY DEED  
GAHES1.HLC 100606

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www.docmagic.com

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(J) "Secured Debt" means:

- (1) All amounts due under your Account, including principal, interest, Finance Charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.
- (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |                                      |   |   |
|--------------------------------------|---|---|
| <input type="checkbox"/> 1-4 Family  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Escrow Rider             |
| <input type="checkbox"/> Second Home | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s)    |   |   |

(L) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(M) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(N) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(O) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

(Q) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the

COUNTY of HENRY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.



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which currently has the address of 275 BUTLER BRIDGE DR  
[Street]  
MCDONOUGH GEORGIA 30252 ("Property Address")  
[City] [State] [Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

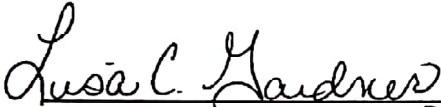
3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.


BOOK PAGE  
010356 0304

**BENEFICIARY REQUESTS NOTICE OF ANY ADVERSE ACTION  
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO  
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

  
LISA C GARDNER (Seal)  
-Borrower

  
DAVID A GARDNER (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

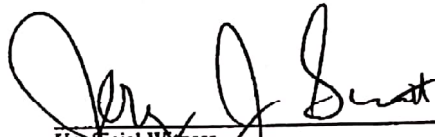
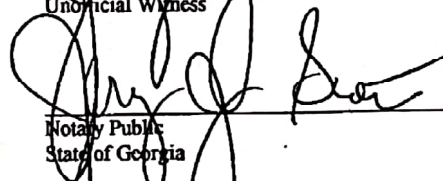
\_\_\_\_\_  
(Seal)  
-Borrower

BOOK PAGE  
010356 0305

[Space Below This Line For Acknowledgment]

Signed, sealed and delivered in the presence of:

  
Unofficial Witness

  
Unofficial Witness  
  
Notary Public  
State of Georgia  
My commission expires: \_\_\_\_\_



BOOK PAGE  
010356 0306

H1879881

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF HENRY AND STATE OF GEORGIA, DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 78 AND 79 OF THE 8<sup>TH</sup> DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 40.26 ACRES, AS SHOWN ON PLAT OF SURVEY MADE FOR BOBBY ABBOTT BY JOE ROWAN, JR., HENRY COUNTY SURVEYOR, DATED JANUARY 16, 1986, RECORDED IN PLAT BOOK 12, PAGE 14, HENRY COUNTY RECORDS. THE DESCRIPTION OF SAID PROPERTY AS CONTAINED ON SAID PLAT IS HEREBY INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF. LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 78 OF THE 8<sup>TH</sup> DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 1.42 ACRES, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO PLAT OF SURVEY MADE FOR JOSEPH ARMOND DANIELL AND ELSIE M. DANIELL BY JOHN M. MASSEY, JR., GEORGIA REGISTERED LAND SURVEYOR NO. 2490, DATED AUGUST 28, 1993, RECORDED IN PLAT BOOK 22, PAGE 113, HENRY COUNTY RECORDS. THE DESCRIPTION OF SAID PROPERTY AS CONTAINED ON SAID PLAT IS HEREBY INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

PROPERTY ADDRESS: 275 BUTLER BRIDGE DRIVE



Bank of America



C3\_5594 BREACHGA 20622 06/05/2017

Notice Date: December 17, 2018

LISA C GARDNER & DAVID A GARDNER  
275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252-4909

Account No.: \*\*\*\*2763

Property Address:

275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252

Notice of the right to cure the default and intent to accelerate

**Este es un aviso importante respecto a su derecho a vivir en su casa. Favor de traducirlo de inmediato.**

**(This is an important notice concerning your right to live in your home. Have it translated at once.)**

Dear LISA C GARDNER & DAVID A GARDNER:

Bank of America, N.A. services the home equity loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home equity loan is in serious default because the required payments have not been made. The total amount now required to reinstate the home equity loan as of the date of this notice is as follows:



Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

2339775634

**Bank of America**

PO Box 31690  
Tampa, FL 33631-3690



AB 0124 501 000 3 03470 #02 SP 0.408

LISA C GARDNER & DAVID A GARDNER  
275 BUTLER BRIDGE DR  
MCDONOUGH GA 30252

Account No.: 0000002763

Date  
January 18, 2019

Property Address:  
275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252

Dear LISA C GARDNER & DAVID A GARDNER:

My name is Gabrielle Adams, and I'll be your dedicated customer relationship manager. Bank of America, N.A. has several programs designed to help homeowners who are having trouble making their monthly mortgage payment, and it's possible that one could help you.

### What I will provide

I will work with you to review your individual situation and help determine which of our programs may be available to you. Please review the enclosed brochure for more information.

I will guide you through the document collection process, communicate where you are in the loan assistance process, and advise you of next steps. I will work with you closely throughout this process, and provide you with frequent updates.

### What I need from you

The most important thing you can do to successfully complete the loan assistance process is to provide us with all of the documents required as soon as possible. Bank of America's Home Loan Modification Status website is the fastest and most efficient way to submit documents to us.

***The sooner we receive your documents, the sooner we can evaluate your loan for loan assistance options.***

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.





To improve the overall processing time of your application for loan assistance, we encourage you to access our Home Loan Modification Status website at [bankofamerica.com/loanhelpstatus](http://bankofamerica.com/loanhelpstatus). This tool will allow you to:

- Communicate with me via secure email when it is convenient for you
- View the status of your home loan assistance request
- Upload required documents to speed up the process of receiving your documents
- View and verify a list of documents we have received for your home loan assistance request

You must complete a registration process before you will be able to access the Home Loan Modification Status Website. Please have your loan and property information available when you register. Instructions can be found in the enclosed Home Loan Modification Status Website Guide.

You may also fax your documents to 866.580.9307 or use the pre-paid return envelope included in the initial package we sent you to submit documents to us. Please be sure to add your loan number at the top of each page.

## Next steps

I will be calling you soon. However, if you need assistance in registering and logging on to the Home Loan Modification Status website, or if you have other questions call me at 800.669.6650 or 877.447.4002, Monday through Friday, 8 a.m. to 5 p.m. local time. Please have your loan number available when you call. Additionally, you can visit [bankofamerica.com/homeloanhelp](http://bankofamerica.com/homeloanhelp) to learn about home loan assistance.

Enclosure: Borrower Portal User Guide, C3 12796

We know this is a difficult time, and we're here to help.

Gabrielle Adams  
Customer Relationship Manager  
Bank of America, N.A.



Upload required documents to our Home Loan Modification Status website to improve the timeliness of your loan modification application and assist us in reaching a resolution for your loan sooner.

The most important thing you can do to have your request for loan assistance reviewed in a timely manner is provide all of the documents required within the timeline requested.

***The sooner we receive your documents, the quicker we can evaluate your loan for a modification or other relief options.***

This guide will assist you in creating an online account and uploading documents directly to our Home Loan Modification Status website.

### **Create an online account**

- Go to [bankofamerica.com/loanhelpstatus](http://bankofamerica.com/loanhelpstatus).
- Under "Do you currently have an Online ID for the Home Loan Modification Status Site?", select "No, but I would like to create an online ID and passcode" to create an account.
- Enter the Loan Number, Last Four Digits of the primary borrower's Social Security Number or Taxpayer Identification Number, Property Zip Code, First Name and Last Name of the primary borrower.
- Follow the specific instructions to create a unique Online ID and Passcode.
- Select "Secret Questions" and answer them.
- Select your preference in the "Remember This Computer" field.
- Read and accept the "Electronic Communications Disclosures and Home Loan Modification Status Website Agreement."
- Click "Log in."

### **Upload documents**

Once you have logged into the Home Loan Modification Status site, select the "My Documents" tab and access the "Locate Documents Required" section to create a customized document checklist required to complete your loan modification application. Every loan modification is different and the documents required will vary. Be sure to work closely with your assigned customer relationship manager to discuss the complete list of documents required for your loan modification. After you have gathered your required documents, you can upload them directly to the website.

To upload documents:

- Files must be saved as a PDF and should be 3.5MB (megabytes) or less.
- Select the "My Documents" tab at the top of the screen.
- Choose the appropriate document name from the dropdown in Step 1.
- In Step 2, click "Browse" to locate the PDF document on your computer. Select the document you want to upload and click "Upload Document."



- You will then receive a pop up confirmation that includes the date and time of upload.
- Once the document is received in our system, it will display under "Documents Received" and will be viewable to you and to us. You will also be able to view other documents that you have sent to us and documents we have sent to you, regardless of the method in which it was sent.

## **We're here to help**

If you would like assistance in registering and logging on to the Home Loan Modification Status website, or if you have questions, please call your customer relationship manager at 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time. Please have your loan number available when you call. You can also use this website to get status updates regarding your loan modification request and email your customer relationship manager.



#### **IMPORTANT DISCLOSURES**

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Homeowner counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).



Loan number: \*\*\*\*2763  
Date: January 18, 2019

Lisa C. Gardner  
David A. Gardner  
\*\*\* BUTLER BRIDGE DR  
MCDONOUGH, GA 30252-4909

Send us the requested information by February 21, 2019 to find out if you may qualify for a home loan modification.

Thank you for contacting us about a modification or other home equity program. We want to work with you and we're committed to helping you understand your home equity options. **Take the next step and send us your information.** As discussed, we'll need to review your current financial situation to determine if your home equity account is eligible for an offer.

**Please fax the documents outlined in the enclosed checklist by February 21, 2019 to 866.580.9307.**

Be sure to include your loan number on all documentation. Sending us your information is necessary for us to determine your eligibility but in no way obligates you to participate in the program.

### What you need to know

Once we receive all required documents from you and verify that they are complete, we'll review your financial information. If we determine your home equity account is eligible for a modification or other home equity program, we'll send you an approval letter summarizing the program and outlining the steps you need to complete to accept the offer. The program may require a Trial Period Plan which will be explained in more detail in your approval letter. If you successfully make all of the Trial Period Plan payments, you may qualify for a home equity modification. If you don't qualify for an offer, we'll provide you with information on other options that may be available.

If you've filed for bankruptcy, please consult with your attorney before responding to this offer. If you're represented by an attorney, we must speak with your attorney or have your attorney's permission to speak with you about this program. Before we can discuss any details directly with you, he or she must fax a letter on the firm's letterhead to us at **866.580.9307** granting us permission to speak with you. If you aren't represented by an attorney and you would like more information, please call us at 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.

Subject to applicable law and investor requirements, until we've received all required documents, we may continue to collect missing payments and may even proceed to a foreclosure sale. **Therefore, you shouldn't ignore any foreclosure notices, you should contact us immediately, and be prepared to take steps to respond to any such notices and protect your interests.**

If you submit all required documents 37 days or less before your foreclosure sale date, we'll use our best efforts to complete our evaluation of your eligibility for all applicable loan assistance programs before the sale date. However, unless we approve you for assistance, the foreclosure sale date will continue as scheduled. Even if we're able to approve your loan for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not stop the scheduled sale.

## What you need to do

We urge you to take advantage of this opportunity that may help you obtain an affordable home equity payment. To complete the verification process, **send in the documents requested on the enclosed checklist by February 21, 2019.** If we don't receive all documents from you, we won't be able to consider your home equity account for an offer.

Please note that while we're evaluating your loan, we may use a property valuation report prepared by third parties to estimate the market value of your property. You're entitled to a copy of each valuation report we obtain in connection with our evaluation of your request, and we'll provide you with a copy at no additional cost.

If you have another mortgage loan secured by this same property that isn't with Bank of America, N.A., we encourage you to consider contacting your loan servicer(s) to discuss any other loan assistance programs that may be available to you.

## We're here to help

If you have questions about this notification, please call us at 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.

Home Loan Team  
Bank of America, N.A.

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### Enclosures:

- |                               |                              |
|-------------------------------|------------------------------|
| 1. Frequently Asked Questions | 4. IRS Form 4506-T           |
| 2. Checklist                  | 5. Verification of Occupancy |
| 3. Tax Cover Sheet            |                              |



Lisa C. Gardner  
David A. Gardner  
--- BUTLER BRIDGE DR  
MCDONOUGH, GA 30252-4909

VERIFICATION OF OCCUPANCY

By signing this letter, you confirm one of the following occupancy choices below. Please check the box below for your situation.

- ☒ residing in the property as your primary residence  
☐ a tenant is residing in the property as tenant's primary residence  
☐ not occupied as primary residence

Please sign and return this letter by February 21, 2019. A return fax cover sheet is provided for your convenience.

Lisa Chambers Gardner 2/21/19  
Lisa C. Gardner Date  
David A. Gardner 2/21/19  
David A. Gardner Date



**Bank of America**

PO Box 31690  
Tampa, FL 33631-3690



AB 0226 670 478 00881 #@01 AB 0.412  
LISA C GARDNER & DAVID A GARDNER  
BUTLER BRIDGE DR  
MCDONOUGH GA 30252

**Account No.:** 2763

**Date**  
February 22, 2019

**Property Address:**  
275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252

Dear LISA C GARDNER & DAVID A GARDNER:

My name is Richard Pawson, and I will be your dedicated customer relationship manager (CRM).

### What you need to know

I will continue the work you started with your previous CRM with the same goal of pursuing every available option to assist you with your home loan. The change in CRM does not indicate a change in status to your loan assistance request.

I will be calling you soon. In the meantime, if you have questions, please contact me at 800.669.6650 or 877.447.4002, Monday through Friday, 8 a.m. to 5 p.m. local time. Please have your loan number available when you call. Additionally, you can visit [bankofamerica.com/homeloanhelp](http://bankofamerica.com/homeloanhelp) to learn about the home loan assistance process.

### What you need to do

If you receive a prepaid envelope, please use it as the preferred method of submitting documents to us. If you do not receive a prepaid envelope, you may fax your documents to 866.580.9307. Please include your loan number at the top of each page.

I look forward to working with you.

Richard Pawson  
Customer Relationship Manager  
Bank of America, N.A.

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Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

Protect your personal information before recycling this document.





### IMPORTANT DISCLOSURES

MILITARY PERSONNEL/SERVICEMEMBERS: If you are a member of the military, or if you are the spouse, domestic partner or dependent of a military member, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and/or similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or eligibility under SCRA or similar state laws may not necessarily prevent actions such as foreclosure or repossession. If you have a loan that is in default, a court may authorize foreclosure or repossession. If you are having difficulty making your payments, please contact us as soon as possible so we can discuss any available options. You can apply for benefits and find additional resources, including financial education and information about how we support those who serve our country, at [bankofamerica.com/military](http://bankofamerica.com/military). You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

Bank of America

PO BOX 31690  
TAMPA, FL 33631-3690



AB 0225 665 000 01194 #@01 SP 0.412

LISA C. GARDNER  
DAVID A. GARDNER  
BUTLER BRIDGE DR  
MCDONOUGH GA 30252-4909

LISA C. GARDNER  
DAVID A. GARDNER

Loan Number: 2763

Date February 22, 2019

We received your financial documentation. Here's what to expect next.

## What you need to know

Thank you for beginning the home loan assistance process with us and for providing your financial information. We'll send you a letter in the next few days that either confirms we have all the documents we need from you or identifies the documents you still need to provide, along with the timeframe in which you must provide them.

## What you need to do

**Please respond promptly to all requests you receive from us.** Our ability to evaluate you for home loan assistance as well as postpone collection and foreclosure efforts, depends on our receipt of all necessary documents. It's important that you provide all requested information as soon as possible. Please be aware that your financial documents must not be more than 90 days old at the time we receive them and they only remain valid for a period of time (financial documents are valid for up to seven months from the date of the document depending on the type of document and investors' program requirements.) If a document expires before we complete our evaluation, we'll notify you and request updated information. ***As soon as we receive your documents, we can quickly evaluate your loan for a modification.***

If you have another mortgage loan secured by this same property that isn't with Bank of America, we encourage you to consider contacting your loan servicer(s) to discuss any other loan assistance options that may be available to you.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

## What to expect next



Once we've received all required documents, the loan evaluation process shouldn't take more than 30 days. When we've completed our review, we'll notify you whether or not you qualify for a loan assistance option, and provide instructions on what to do next. You'll have at least 14 days to accept the offer. The actual number of days will be in the offer letter. If we're unable to offer you a loan assistance option, we'll consider you for other foreclosure prevention programs such as a short sale or deed in lieu of foreclosure.

Please note that while we're evaluating your loan, we may use a property valuation report prepared by third parties to estimate the market value of your property. You're entitled to a copy of each valuation report we obtain in connection with our evaluation of your request, and we'll provide you with a copy at no additional cost.

Attention borrowers in California and Arizona: Please note that in order to be reviewed for the Hardest Hit Funds (HHF) program for your state, you'll need to complete and return the Third Party Authorization Form included in your solicitation package. If you're unable to locate this form and wish to apply, you can contact your customer relationship manager for additional assistance. If you don't return this form, you won't be eligible for the HHF program. You'll still be reviewed for all other loan assistance options, per investor guidelines.

## We're here to help

If you have questions about the process, please call me at 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD)-approved housing counselors by calling **800.569.4287** or accessing the search tool at **<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>** to find a counselor near you. The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt. Additional assistance in understanding this notice is available at the **HOPE Hotline number 888.995.HOPE**.

Richard Pawson  
Home Loan Team  
Bank of America, N.A.

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Written Notices of Error, Requests for Information, and Qualified Written Requests (as defined in RESPA) must be sent to:  
Bank of America, N.A.  
PO Box 942019  
Simi Valley, CA 93094-2019

Protect your personal information before recycling this document.





February 26, 2019

Lisa C. Gardner  
David A. Gardner  
Butler Bridge Dr  
Mcdonough, GA 30252-4909

Loan Number: 2763

**We need more information to continue evaluating your home loan for assistance.**

**Please provide the requested items as soon as possible, but no later than April 1, 2019.**

Dear Lisa C. Gardner and David A. Gardner:

Thank you for beginning the home loan assistance evaluation process with us and for the financial and hardship information you have provided so far.

As of the date of this letter, we can't complete our review of your loan because some financial information we need from you is missing or incomplete.

#### **What you need to do**

**We've been unable to contact you. Please call as soon as possible at 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time to provide a phone number that we may call to discuss your options and the documentation needed to continue evaluating your loan for assistance.**

The most important thing you can do to successfully complete the loan assistance process is to provide us with all of the documents required within the timeline requested. ***The sooner we receive your documents, the quicker we can evaluate your loan for a modification.***

To improve the overall process of your loan modification from document submission to resolution, we encourage you to access our Home Loan Modification Status website at [loanhelpstatus.bankofamerica.com](http://loanhelpstatus.bankofamerica.com). This essential tool will provide the following:

- Communication by email when it is convenient for you
- The status of your home loan modification request
- The option to upload required documents to speed up the process of receiving your documents
- The ability to view and verify a list of documents we have received for your home loan modification request

To register successfully, you'll need to have your loan and property information available. **Please refer to the enclosed Home Loan Modification Status Website Guide included in this letter.**

**Please also complete and fax the following required documentation for each borrower using the enclosed fax cover sheet to 866.580.9307 or return using the enclosed FedEx envelope. Please provide this information as soon as possible, but no later than April 1, 2019.**

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

- **Mortgage Documentation for your Primary Residence.**
  - Please provide a copy of the most recent hazard insurance declaration page for your primary residence that states the total annual premium amount for the current year.
  - Please provide a letter or bill from your primary residence homeowners/condominium association reflecting the amount and payment frequency of association dues.
- **Credit Authorization Form (enclosed) - This document is used to obtain permission to pull credit**
  - Please provide a Credit Authorization Form that is signed and completed.
- **Tax Returns (IRS 4506T form enclosed) - Copies of reports filed with the Internal Revenue Service (IRS) containing information used to calculate income tax or other taxes are required.**
  - Please provide a completed copy of your most recently filed tax return which includes all applicable signatures. If you were not required to file a tax return, please send a letter of explanation detailing this information. If you filed an extension, please provide a copy of the extension and the most current year tax returns that were filed.

David A. Gardner

- **Mortgage Documentation for your Primary Residence.**
  - Please provide a copy of the most recent hazard insurance declaration page for your primary residence that states the total annual premium amount for the current year.
  - Please provide a letter or bill from your primary residence homeowners/condominium association reflecting the amount and payment frequency of association dues.
- **Credit Authorization Form (enclosed) - This document is used to obtain permission to pull credit**
  - Please provide a Credit Authorization Form that is signed and completed.
- **Tax Returns (IRS 4506T form enclosed) - Copies of reports filed with the Internal Revenue Service (IRS) containing information used to calculate income tax or other taxes are required.**
  - Please provide a completed copy of your most recently filed tax return which includes all applicable signatures. If you were not required to file a tax return, please send a letter of explanation detailing this information. If you filed an extension, please provide a copy of the extension and the most current year tax returns that were filed.
- **Pay Stub(s) - Printed evidence of your earnings.**
  - Please provide your two (2) most recent pay stubs that reflect year to date earnings. If you are new to your job and only have one pay stub, provide a letter from your employer, on company letterhead, verifying start date, along with frequency and rate of pay (including the potential for tips, commission and/or bonus).

#### **Important information about foreclosure**

Subject to applicable law and investor requirements, until we have received a completed Borrower Response Package, we may continue to collect missing payments and may even proceed to a foreclosure sale. **Therefore, you shouldn't ignore any foreclosure notices, you should contact us immediately, and be prepared to take steps to respond to any such notices and protect your interests.**

If you submit all required documents 37 days in advance of your foreclosure sale date, we'll use our best efforts to complete our evaluation of your eligibility for all applicable loan assistance programs before the sale date. However, unless we approve you for assistance, the foreclosure sale date will continue as scheduled. Even if we're able to approve your loan for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not stop the scheduled sale.

### Helpful tips for successfully completing this request

You may find the list above contains one or more documents you've already submitted to us as part of a request to be considered for a loan modification or other loan assistance option. If so, they're listed because we need more information about them or because they were submitted with missing or incomplete information. Bank of America's Home Loan Modification Status website is the fastest and most efficient method of document submission. We can't stress enough the importance of receiving your documents in a timely manner. If you're registered on the Home Loan Modification site, we can walk through step by step to discuss what information is missing, and what is needed.

When providing the additional documentation or clarifications, please double check the following:

- Write your loan number at the bottom of all pages if it's not already listed. This will aid in identifying your documents should they be sent separately or get separated.
- Include ALL PAGES of any document with multiple pages. For instance, if the last page of your bank statement indicates Page 6 of 6, ensure you provide the copy of all six pages (even if some pages are blank).
- The signature of each borrower and the date the document was signed is required for many documents. Please make sure all the proper signatures and dates are provided for any documents listed above.
- Some requested documents have columns of numbers that must be added or subtracted to determine a total value (for example, Request for Mortgage Assistance or Mortgage Assistance Application (Form 710), profit and loss statement). Please ensure that complete and accurate totals are provided for any and all columns.
- Please resend us a copy of the most recent version(s) of the document(s) listed above. The documents you had previously submitted have expired.

If you require additional copies of any of the forms enclosed in this package, please contact 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time.

**Please note:** Keep a copy of all documents for your records. Don't send original documentation unless otherwise noted.

### Important Information

Subject to program guidelines and applicable law, if you're delinquent on your loan we're permitted to initiate and proceed with the foreclosure process until you've submitted all of this required information to complete your application. Therefore, it's important that you complete your application as soon as possible. Delays in submitting a complete package of information could result in you losing important protections available to you under these guidelines and applicable law. As of the date of this letter, you should get us your complete information as soon as possible, but no later than April 1, 2019 in order to maximize your available protections.

In certain circumstances, we may need additional information from you that wasn't initially requested. If that's the case, we'll send you a letter similar to this one confirming what you'll need to provide and the date by which it is due.

Please note that while we're evaluating your loan, we may use a property valuation report prepared by third parties to estimate the market value of your property. You're entitled to a copy of each valuation report we obtain in connection with our evaluation of your request, and we'll provide you with a copy at no additional cost.

If you have another mortgage loan secured by this same property that isn't with Bank of America, we encourage you to consider contacting your loan servicer(s) to discuss any other loan assistance options that may be available to you.



We're here to help

Exhibit First Amended Complaint Page 41 of 76

If you have any questions about our request for documents, want to confirm that we've received your missing information, or are interested in other options, please call 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time.

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD) approved housing counselors by calling **800.569.4287** or accessing the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> to find a counselor near you. The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt. Additional assistance in understanding this notice is available at the **HOPE Hotline number 888.995.HOPE**.

Richard Pawson  
Home Loan Team  
Bank of America, N.A.

Enclosures:

- 1) Pre-paid envelope
- 2) Customized Cover Sheet
- 3) Information on Loan Assistance Programs
- 4) IRS Form 4506-T
- 5) Home Loan Modification Website User Guide
- 6) Credit Authorization Form

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you are a member of the military, or if you are the spouse, domestic partner or dependent of a military member, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and/or similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or eligibility under SCRA or similar state laws may not necessarily prevent actions such as foreclosure or repossession. If you have a loan that is in default, a court may authorize foreclosure or repossession. If you are having difficulty making your payments, please contact us as soon as possible so we can discuss any available options. You can apply for benefits and find additional resources, including financial education and information about how we support those who serve our country, at [bankofamerica.com/military](http://bankofamerica.com/military). You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

Written Notices of Error, Requests for Information, and Qualified Written Requests (as defined in RESPA) must be sent to:

Bank of America, N.A.  
PO Box 942019  
Simi Valley, CA 93094-2019

Bank of America, N.A. Member FDIC. Equal Housing Lender. © 2018 Bank of America Corporation 

Protect your personal information before recycling this document.

## 2018 STATEMENT SUMMARY

Any amount which is displayed in brackets ( ) in this section, is a negative amount.

Total Interest Paid in 2018	\$1,823.57	Ending Interest Bearing Principal Balance	\$174,975.10
Real Estate Taxes Paid in 2018	\$0.00	Ending Non-Interest Bearing Principal Balance	\$0.00
Beginning Escrow Balance	\$0.00	Ending Gross Unpaid Principal Balance	\$174,975.10
Ending Escrow Balance	\$0.00	FHA/VA Case Number	Not Applicable
		Loan Was a Refinance in 2018	No

## IMPORTANT TAX NOTICE – ACTION IS REQUIRED

**YOU SHOULD CONSULT WITH THE IRS OR YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS.**

**BANK OF AMERICA, N.A. DOES NOT OFFER TAX ADVICE.**

Please verify that we have the correct Taxpayer Identification Number (TIN) for the primary borrower of this loan. If the TIN is not correct, please provide us with the correct number immediately by writing to us at the address below or calling us at 800-669-6607. If you fail to provide us your correct TIN, you may be subject to a fifty dollar penalty imposed by the IRS and backup withholding of interest paid to you. Note: Please include your name and account number on all communications to us.

**BANK OF AMERICA, N.A.  
CUSTOMER SERVICE  
PO BOX 31785  
TAMPA, FL 33631-3785**



**IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS**

Beware of foreclosure rescue scams. Help is free from your mortgage servicer, Bank of America, N.A.

- This program is only available to you through Bank of America, N.A.
- There is never a fee to get assistance or information about a home loan modification from your mortgage servicer. Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you're working directly with Bank of America, N.A. to forgive your debt.
- Never make your mortgage payments to anyone other than Bank of America, N.A. without our approval.

## Frequently asked questions

### Q. What is a home equity modification?

A home equity modification is designed to help property owners who are having difficulty making their monthly home equity payments due to a financial hardship. The terms of the loan are temporarily or permanently modified to help make payments affordable for borrowers and sustainable over the long term.

### Q. What happens to my ability to draw on a Home Equity Line of Credit?

Depending on the program you are offered, you may no longer be able to borrow additional funds from your line of credit when you agree to participate in the program.

### Q. If eligible, how will my home equity account be modified?

There are several different ways we may modify the terms of your home equity account to reach an affordable payment. A modification may include one or more of the following:

- Your account may be brought up to date by adding any past-due interest, property taxes, insurance, or servicing expenses paid to third parties on your behalf to the principal balance. Your account will no longer be delinquent, but this could result in a larger monthly payment.
- Your payments may be recalculated over a longer period of time to help lower your monthly payments. In some cases we may not be able to extend the final due date/maturity date, which may result in a larger final payment (known as a balloon payment).
- You may be offered a lower interest rate. If the new interest rate is below the current market rate, it may increase annually until it reaches the final fixed rate.
- We may postpone a portion of your unpaid principal balance. The postponed amount won't accrue interest and you will not have to pay it back until the loan is due, refinanced, or if you sell the property.

If your home equity account is eligible for a modification, we'll clearly define the new terms in your Modification Agreement.

If your home equity account isn't eligible, we'll send you a letter explaining the reason(s) your account didn't qualify and how you may explore whether there are other options for which you may be eligible. If you receive a decline letter and have any questions about it, please contact us right away.

### Q. Will a foreclosure occur if I participate in this program?

*Foreclosure proceedings will be put on hold during this review period.*

In order to help to avoid a foreclosure sale, you must comply with all deadlines associated with document requests, trial period plan payments and requests for you to contact us. While you're being considered for the home equity modification program, we'll temporarily suspend any pending foreclosure sales and proceedings. Once you enter into the trial period of a modification, we'll request that any pending foreclosure sales and proceedings be halted as long as you make your trial payments on time. For specific information regarding your property, please contact us at 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.

### **Important—Don't ignore any foreclosure notices.**

As stated, we'll temporarily suspend foreclosure proceedings while you're being considered for a home equity modification. If we don't receive all of your required financial documents by the date requested, we may begin or will resume foreclosure proceedings. You may receive foreclosure/eviction notices — delivered by mail or in person — or you may see steps being taken to proceed with a foreclosure sale of your home. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions about the foreclosure process, contact us at 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.

If you don't understand the legal consequences of the foreclosure, we encourage you to contact a lawyer or housing counselor for assistance.

### Q. Will my credit be affected by accepting a trial period plan or loan modification?

Staying current on your payments is the best way to maintain your credit. If you enter into a trial plan or modification, your credit may be negatively affected. Your loan will be reported as "paying" under a partial payment plan during the trial plan, and as "modified" once the permanent modification is confirmed. In addition, your payments under a trial plan may be lower than your regular contractual payments, which could cause your payments to fall further past due if you don't enter into a permanent modification. Credit scores are determined by the credit bureaus and are not controlled directly by Bank of America, N.A. beyond our commitment to accurately report the status of all our customers. Visit [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](https://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm) for more information.

## Customized Cover Sheet for your Financial Documentation Package

It is important that you include this cover sheet with your FedEx or fax to help us track your document submission and expedite the handling of your package.

Be sure to include your loan number on each page of each document, as well as the appropriate borrower's signature when applicable.

**FedEx:**

If you would like to FedEx your documents back to us, please include this page in the FedEx envelope provided.

**Fax:**

If you would like to fax your documents back to us, please use this as your fax cover page. Fax to: 866.580.9307

Borrower:  
Lisa C. Gardner

Co-borrower:  
David A. Gardner

Loan #: **2763**

OrderID: 3325312



876892763+USC+LRM+3325312

C3\_12868\_474462

Please keep this page for your records.

Bank of America offers different programs to help keep qualifying borrowers in their home. A refinance or modification could provide more favorable loan terms and an affordable payment. If you have missed a few payments, a repayment plan could help get your payments up to date. If you must leave your home, there are programs to help you avoid foreclosure such as a short sale or deed in lieu of foreclosure. Please see the chart below for a brief description of loan assistance options.

OPTION	OVERVIEW	BENEFIT
<b>Refinance</b>	A refinance would allow you to pay off your existing loan with the proceeds from a new loan.	You could take advantage of lower interest rates and other more favorable loan terms that could make your payment more affordable.
<b>Reinstatement</b>	You can pay the total amount you owe in one payment and by a specific date. This could follow a forbearance plan as described below.	This would bring your home loan current if you can show you will have the funds available by a specific date.
<b>Repayment Plan</b>	If you are behind on your payments, a repayment plan would allow you to make your regularly-scheduled home loan payments, plus pay off a portion of the past due amounts over time.	You would have some additional time to bring your payments up to date without having to come up with all past due amounts at one time.
<b>Forbearance Plan</b>	With this program, you could receive lower payments or no payments for a limited number of months.	This solution gives you time to resolve your financial difficulties OR gives us time to work with you on a more permanent solution.
<b>Modification</b>	A loan modification is a change to the current terms of your loan. A loan modification could include one or more of the following options: lowering your interest rate, extending the term or maturity date of the loan, moving from an adjustable- to a fixed-rate loan, deferring some portion of the unpaid principal balance to the end of the loan, and/or forgiving part of the unpaid principal balance.	A modification could provide you with a more affordable payment.
<b>Short Sale</b>	With this option, the property is listed for sale at fair market value, even if that value is lower than what you owe on your mortgage. If a buyer is identified and the property is sold, the proceeds from the sale are applied toward the mortgage debt, even if the proceeds are less than the amount owed on the mortgage. You may be responsible for any balance remaining after the sale.	You can transition out of your home and avoid foreclosure. Relocation assistance may also be available in some cases.
<b>Deed in Lieu of Foreclosure</b>	With this option, you agree to transfer the title or ownership of your property to the owner or servicer of your loan in order to avoid foreclosure sale and satisfy all or a portion of the mortgage debt. The amount of debt satisfied by this transfer of ownership is based on the approved value of your home. In some cases, you may be responsible for a remaining balance of the mortgage debt over and above the approved value.	If there are no other liens on your property, you can transition out of your home and avoid foreclosure. Relocation assistance may also be available in some cases.

**We're here to help**

Please complete and return the enclosed documents as soon as possible, in order to start the loan evaluation process. If you have any questions, please call us at 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.



Section references are to the Internal Revenue Code unless otherwise noted.

## Future Developments

For the latest information about Form 4506-T and its instructions, go to [www.irs.gov/form4506t](http://www.irs.gov/form4506t). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

**What's New.** The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, is shown on the transcript.

A new optional Customer File Number field is available to use when requesting a transcript. You have the option of inputting a number, such as a loan number, in this field. You can input up to 10 numeric characters. The customer file number should not contain an SSN. This number will print on the transcript. The customer file number is an optional field and not required.

## General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note:** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

## Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:

Mail or fax to:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301  855-587-9604
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Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888  855-800-8105
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Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999  855-821-0094
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Chart for all other transcripts  
If you lived in or your business was in:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  855-298-1145
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Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  855-800-8015
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**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party - Business.

**Line 5b.** Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

**Note.** If you use an SSN, name or combination of both, we will not input the information and the customer file number will be blank on the transcript.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.**



**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Section references are to the Internal Revenue Code unless otherwise noted.

## Future Developments

For the latest information about Form 4506-T and its instructions, go to [www.irs.gov/form4506t](http://www.irs.gov/form4506t). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

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## General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note:** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

## Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:

Mail or fax to:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301  855-587-9604
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Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888  855-800-8105
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Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999  855-821-0094
--	--

Chart for all other transcripts  
If you lived in or your business was in:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  855-298-1145
--	--

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  855-800-8015
--	---

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party - Business.

**Line 5b.** Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

**Note.** If you use an SSN, name or combination of both, we will not input the information and the customer file number will be blank on the transcript.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.**

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.



Lisa C. Gardner  
David A. Gardner  
BUTLER BRIDGE DR  
MCDONOUGH, GA 30252-4909

**Customer Name:**  
Lisa C. Gardner  
David A. Gardner

**Loan number:** 2763

**Date**  
March 8, 2019

**Customer Service:**  
800.669.6650

**Account information**  
bankofamerica.com

As part of our review of your request for loss mitigation assistance, the estimated market value of your property was completed, and we're providing the information to you as required by law.

Attached is a copy of the information that we may use to evaluate your request. This information is designed and intended to be used solely by Bank of America, N.A. in connection with the evaluation of your request.


Bank of America makes no representations or warranties, express or implied, regarding the condition of the property, or the value of the property.

Bank of America conducted this review for our own use and we're required by law to provide you a copy. We suggest you maintain a copy of this letter for your records.

## We're here to help

If you have any questions, please call 800.669.6650 Monday through Friday, 8 a.m. to 5 p.m. local time.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you are a member of the military, or if you are the spouse, domestic partner or dependent of a military member, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and/or similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or eligibility under SCRA or similar state laws may not necessarily prevent actions such as foreclosure or repossession. If you have a loan that is in default, a court may authorize foreclosure or repossession. If you are having difficulty making your payments, please contact us as soon as possible so we can discuss any available options. You can apply for benefits and find additional resources, including financial education and information about how we support those who serve our country, at [bankofamerica.com/military](http://bankofamerica.com/military). You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](mailto:militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

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# Exterior Only Inspection Residential Appraisal Report

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

Property Address: 275 Butler Bridge Dr  
 Borrower: LISA GARDNER  
 Legal Description: Land Lot 79, District 8, No Lot, No Subdivision  
 Assessor's Parcel #: 165-01053000  
 Neighborhood Name: No Subdivision  
 Occupant: ☒ Owner ☐ Tenant ☐ Vacant  
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)  
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Servicing  
 Lender/Client: Bank of America - HFI 2nd Lien  
 Address: 16001 Dallas Pkwy, Addison, TX 75001-3311  
 Tax Year: 2018  
 Map Reference: Aoro 899 H3  
 R.T. Taxes: \$ 6,976  
 Census Tract: 0702.03  
 HOAS: 0  
 per year ☐ per month ☐

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No

Report date source(s) used, offering price(s), and date(s):  
 The subject has not been listing in MLS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price: \$ Date of Contract: Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s):  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No  
 If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	95 %		
Build-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	132	Low	Multi-Family	%		
Neighborhood Boundaries				635	High	Commercial	5 %		
North and West by Hwy 20, South and East by Hwy 87				257	Pred.	Other	%		

Neighborhood Description:  
 The subject is located approximately 29 miles SW of the city of Atlanta and is situated in an established neighborhood with one and multi-level homes and is located outside the city limits. Located within minutes from major highways it is convenient to local shopping malls, regional employment centers, and public schools.

Market Conditions (including support for the above conclusions):  
 Market values are stable with supply shortage. Marketing time is under three months. Because of limited number of properties with subject's features, market condition were used by market conditions results by subject's high school. See scanned document. The subject's value is higher than predominant value because it is larger in square foot, basement and lot size.

Dimensions: Not available through tax records Area: 11.45 ac Shape: Rectangular/Typical View: N; Busy Rd;  
 Specific Zoning Classification: R Residential Zoning Description: Single Family Residence  
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)  
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe:  
 The subject's highest and best use is as improved based on zoning, surrounding property use and utility.

Utilities: Public Other (describe) Water Public Other (describe) Off-site Improvements - Type Public Private  
 Electricity ☒ ☐ Sewer ☒ ☐ Street Asphalt ☒ ☐  
 Gas ☒ ☐ Sanitary Sewer ☐ ☒ Septic Alley None ☐ ☐

FEMA Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map # 13151C0185D FEMA Map Date 10/06/2016  
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe:  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:  
 At the time of inspection, there were no known environmental conditions which would adversely effect marketability of the subject.

Source(s) Used for Physical Characteristics of Property: ☐ Appraisal Files ☐ MLS ☒ Assessment and Tax Records ☐ Prior Inspection ☐ Property Owner  
☐ Other (describe):

General Description	General Description	Heating / Cooling	Amenities	Car Storage
Units: <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> FWH	<input checked="" type="checkbox"/> Fireplaces: 1	<input type="checkbox"/> None
# of Stories: 2	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Finished	<input type="checkbox"/> Radiant	<input type="checkbox"/> Woodstove(s): 0	<input checked="" type="checkbox"/> Driveway # of Cars: 2
Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S Det./Tnd Unit	<input type="checkbox"/> Partial Basement <input type="checkbox"/> Finished	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Patio/Deck Deck	Driveway Surface: Gravel/C
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const	Exterior Walls: Vinyl	Fuel: Gas	<input checked="" type="checkbox"/> Porch Roof	<input checked="" type="checkbox"/> Garage # of Cars: 2
Design (Style): Traditional	Roof Surface: Comp Shingle	<input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Pool In-ground	<input type="checkbox"/> Carport # of Cars: 0
Year Built: 1997	Gutters & Downspouts: Aluminum	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Fence Metal	<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Detached
Effective Age (Yrs): 11	Window Type: Vinyl	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Other OB, Patio	<input type="checkbox"/> Built-in

Appliances: ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe):

Finished area above grade contains: 8 Rooms 4 Bedrooms 3.1 Bath(s) 5,059 Square Feet of Gross Living Area Above Grade

Additional Features (special energy efficient items, etc.):  
 The subject has typical features for the quality of construction in this market area.  
 Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.):  
 C3: No updates in the prior 15 years. The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major component, may be updated or recently rehabilitated. The structure has been well maintained.

Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No  
 If Yes, describe:  
 At the time of the inspection, no deficiencies or adverse conditions were noted that would affect the livability, soundness or structural integrity of the subject.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe:  
 The subject property conforms to the neighborhood in design, utility, condition and quality of construction.



There are 6 comparable properties currently within the subject street's cross street range from \$ \$19,500 to \$ \$925,000  
 There are 20 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ \$293,000 to \$ \$635,000

Exhibit First Amended Complaint Page 52 of 76

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	275 Butler Bridge Dr McDonough, GA 30252	585 Snapping Shoals Rd McDonough, GA 30252			438 Harper Rd McDonough, GA 30252			1000 Airline Rd McDonough, GA 30252		
Proximity to Subject		1.84 miles S			3.07 miles W			4.35 miles W		
Sale Price	\$	\$ 385,000			\$ 460,000			\$ 509,000		
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 119.49 sq.ft.			\$ 158.18 sq.ft.			\$ 195.02 sq.ft.		
Data Source(s)		GAMLS#8299314;DOM 45			GAMLS#8601930;DOM 11			GAMLS#8457056;DOM 11		
Verification Source(s)		CRS			CRS, Listing Agent			CRS		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) \$ Adjustment			DESCRIPTION + (-) \$ Adjustment			DESCRIPTION - (-) \$ Adjustment		
Sale or Financing Concessions		ArmLth Conv;0			ArmLth Conv;0			ArmLth Conv;6000		
Date of Sale/Time		s02/18;c01/18 0			s02/19;c01/19 0			s10/18;c10/18 0		
Location	N;Res;	N;Res;			N;Res;			N;Res;		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	11.45 ac	3.00 ac +82,000			2.01 ac +93,000			6.18 ac +52,000		
View	N;BusyRd;	N;BusyRd;			N;BusyRd;			N;BusyRd;		
Design (Style)	DT2; Traditional	DT2; Traditional			DT2; Traditional			DT1; Traditional 0		
Quality of Construction	Q4	Q4			Q3 0			Q3 0		
Actual Age	22	13 0			21 0			16 0		
Condition	C3	C3			C3			C3		
Above Grade	Total Bkms. Baths	Total Bkms. Baths			Total Bkms. Baths			Total Bkms. Baths		
Room Count	8 4 3.1	8 4 3.1			7 4 2.1 +4,000			7 3 2.1 +4,000		
Gross Living Area	5,059 sq.ft.	3,222 sq.ft. +55,100			2,908 sq.ft. +64,500			2,610 sq.ft. +73,500		
Basement & Finished	2718sf0sfwo	2837sf0sfwu 0			1888sf1555sfwu +8,280			2610sf2610sfwu -1,060		
Rooms Below Grade					2rr1br1.0ba0o -15,550			0rr2br1.0ba0o -26,100		
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	FWA C/Air	FWA C/Air			FWA C/Air			FWA C/Air		
Energy Efficient Items	Standard	Standard			Standard			Standard		
Garage/Carport	2ga2dw	2ga2dw			3ga2gd2dw -8,000			2ga2dw		
Porch/Patio/Deck	Porch, Deck, Patio	Porch, Deck, Patio			Porch, Deck, Patio			Porch, Deck, Patio		
Other	1 F/P, F, Pool, OB	2 F/P, Fence +15,000			2F/P, F, Pool, OB -2,000			1 F/P, F, Pool +2,000		
Location By High School	Ola	Ola			Union Grove -69,000			Union Grove -76,000		
Original List	N/A	\$389,000 0			\$474,900 0			\$519,900 0		
Net Adjustment (Total)		X - - \$ 152,100			X - - \$ 77,230			X - - \$ 28,340		
Adjusted Sale Price		Net Adj. 39.5 %			Net Adj. 16.8 %			Net Adj. 5.6 %		
Of Comparables		Gross Adj. 39.5 % \$ 537,100			Gross Adj. 57.0 % \$ 537,230			Gross Adj. 46.1 % \$ 537,340		

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

The sale/transfer history of the subject was analyzed for the past 36 months and 12 months for comparables.

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) MLS and Tax Records

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) MLS and Tax Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	01/31/2018			
Price of Prior Sale/Transfer	\$250,000	\$0	\$0	\$0
Data Source(s)	CRS	Tax Records	CRS	CRS
Effective Date of Data Source(s)	02/26/2019	03/02/2019	03/02/2019	03/02/2019

Analysis of prior sale or transfer history of the subject property and comparable sales

The subject's sale/transfer history has been analyzed for the past 36 months, and the comparables sale/transfer history has been analyzed for the past 12 months. The subject's prior transfer was not listed in MLS, was a purchase of a foreclosure and may have sold for less because of condition, and the subject's prior transfer was on 10/03/2017 for \$375,000 (foreclosure).

Summary of Sales Comparison Approach

See attached addenda.

Indicated Value by Sales Comparison Approach \$ 538,000

Indicated Value by: Sales Comparison Approach \$ 538,000

Cost Approach (if developed) \$

Income Approach (if developed) \$

AMENDED SCOPE OF WORK AND LIMITING CONDITIONS TO THE FANNIE MAE/FREDDIE MAC PRE-PRINTED FORM. At the request of the intended user, SEE ATTACHED ADDENDUM

This appraisal is made ☒ "as-is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

The subject is marketable in its present condition and is appraised "as-is." No warranty is given or implied as to the structural soundness of the improvements or the mechanical units.

Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is

\$ 538,000 as of 02/27/2019

, which is the date of inspection and the effective date of this appraisal.

A reasonable exposure time for the subject property developed independently from the stated marketing time is 60 days.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

**Mandatory Georgia Certification**

"My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classifications and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board." [Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006].

**Sale Dates**

Comparable #1 02/28/2018  
 Comparable #2 02/29/2018 verified with listing agent  
 Comparable #3 10/30/2018  
 Comparable #4 09/19/2018  
 Comparable #7 09/21/2018  
 Comparable #8 04/12/2018

The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

**AN EXTERIOR-ONLY INSPECTION WAS COMPLETED** The appraiser has made an Extraordinary Assumption based on other credible and reliable resources to identify relevant property characteristics. The client is aware of this method and assumption.

The CoreLogic Valuation Solutions, Inc. registration/license number for Georgia is 4.

**Intended Use:** The intended use of this appraisal report is for the lender/client to evaluate the subject property for default servicing related purposes.  
**Intended User:** The intended user of this appraisal report is the lender/client.

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data  
 Quality rating from cost service Effective date of cost data  
 Comments on Cost Approach (gross living area calculations, depreciation, etc.)

**OPINION OF SITE VALUE**

Dwelling	Sq. Ft. @ \$	\$
	Sq. Ft. @ \$	\$
		\$
Garage/Carport	Sq. Ft. @ \$	\$
Total Estimate of Cost New		\$
Less	Physical Functional External	
Depreciation		\$( )
Depreciated Cost of Improvements		\$
"As-is" Value of Site Improvements		\$

Estimated Remaining Economic Life (HUD and VA only) 49 Years

Indicated Value by Cost Approach \$

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach  
 Summary of Income Approach (including support for market rent and GRM)

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities



## Exterior-Only Inspection Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an Identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Exterior Only Inspection Residential Appraisal Report

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature \_\_\_\_\_

Name Laura N Ussery, Staff Appraiser

Company Name CoreLogic Platinum Valuation Solutions

Company Address 3001 Hackberry Rd

Irving, TX 75063-0156

Telephone Number 800 641 5898

Email Address lussery@corelogic.com

Date of Signature and Report 03/05/2019

Effective Date of Appraisal 02/27/2019

State Certification # CR261426

or State License # \_\_\_\_\_

or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_

State GA

Expiration Date of Certification or License 12/31/2019

**ADDRESS OF PROPERTY APPRAISED**

2/5 Butler Bridge Dr

McDonough, GA 30252

APPRAISED VALUE OF SUBJECT PROPERTY \$ 538,000

**LENDER/CLIENT**

Name CoreLogic Valuation Solutions, Inc.

Company Name Bank of America - HFI 2nd Lien

Company Address 16001 Dallas Pkwy

Addison, TX 75001-3311

Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Date of Signature \_\_\_\_\_

State Certification # \_\_\_\_\_

or State License # \_\_\_\_\_

State \_\_\_\_\_

Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

☐ Did not inspect exterior of subject property

☐ Did inspect exterior of subject property from street

Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection \_\_\_\_\_



# Exterior-Only Inspection Residential Appraisal Report

File # 51535407

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 Exhibit First Amended Complaint Page 57 of 76

FEATURE	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Address	275 Butler Bridge Dr McDonough, GA 30252	375 Chambers Rd McDonough, GA 30253	420 Robson Dr McDonough, GA 30252	200 Harris Dr Locust Grove, GA 30248
Proximity to Subject		12.57 miles W	4.35 miles NW	8.31 miles SW
Sale Price	\$	\$ 365,000	\$ 489,000	\$ 525,000
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 89.33 sq.ft.	\$ 135.16 sq.ft.	\$ 123.38 sq.ft.
Data Source(s)		GAMLS#8371982;DOM 112	GAMLS#8515818;DOM 37	GAMLS#8505702;DOM 54
Verification Source(s)		CRS	CRS	CRS
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing Concessions		ArmLth	Listing	Listing
Date of Sale/Time		Corrv:0		
Location	N;Ros;	s09/18;c08/18	Active	Active
Leasehold/Fee Simple	Fee Simple	N;Ros;	N;Ros;	N;Ros;
Site	11.45 ac	Fee Simple	Fee Simple	Fee Simple
View	N;BusyRd.	2.24 ac	1.07 ac	6.98 ac
Design (Style)	DT2;Traditional	N;BusyRd.	N;Ros;	N;BusyRd;
Quality of Construction	Q4	DT2;Traditional	DT2;Traditional	DT2;Traditional
Actual Age	22	Q3	Q3	Q3
Condition	C3	31	15	14
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	8 4 3.1	8 4 3.1	8 4 3.1	8 4 3.1
Gross Living Area	5,059 sq.ft.	4,086 sq.ft.	3,618 sq.ft.	4,255 sq.ft.
Finement & Finished	2716sf0sfwo	1606sf1606sfwu	2442sf1649sfwu	2988sf0sfwu
Rooms Below Grade		2rr1br1.0ba0b	0rr1br1.0ba0b	
Functional Utility	Average	Average	Average	Average
Heating/Cooling	FWA C/Air	FWA C/Air	FWA C/Air	FWA C/Air
Energy Efficient Items	Standard	Standard	Standard	Standard
Garage/Carport	2ga2dw	2ga2dw	3ga2dw	2ga2dw
Porch/Patio/Deck	Porch,Deck,Patio	Porch,Deck,Patio	Porch,Deck,Patio	Porch,Deck,Patio
Other	1 F/P,F,Pool,OB	1 F/P,F,Pool,OB	2 F/P, Fence	2 F/P
Location By High School	Ola	Luella	Union Grove	Locust Grove
Original List	N/A	\$369,900	\$489,000	\$525,000
Net Adjustment (Total)		\$ 200,240	\$ 72,450	\$ 213,380
Adjusted Sale Price of Comparables		\$ 565,240	\$ 561,450	\$ 738,380

## Summary of Sales Comparison Approach

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	01/31/2018			
Price of Prior Sale/Transfer	\$250,000	\$0	\$0	\$0
Data Source(s)	CRS	CRS	CRS	CRS
Effective Date of Data Source(s)	02/26/2019	03/02/2019	03/03/2019	03/03/2019

Analysis of prior sale or transfer history of the subject property and comparable sales

ANALYSIS / COMMENTS

# Exterior-Only Inspection Residential Appraisal Report

File # 51535407

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Exhibit First Amended Complaint

FEATURE	SUBJECT	COMPARABLE SALE #7	COMPARABLE SALE #8	COMPARABLE SALE #9			
Address	275 Butler Bridge Dr McDonough, GA 30252	191 Telfair Ln McDonough, GA 30253	2027 Airline Rd McDonough, GA 30252				
Proximity to Subject		11.86 miles W	4.63 miles W				
Sale Price	\$	\$ 385,000	\$ 605,000	\$			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 63.67 sq.ft.	\$ 161.59 sq.ft.	\$ sq.ft.			
Data Source(s)		GAMLS#8428928;DOM 10	GAMLS#8319506;DOM 26				
Verification Source(s)		CRS	CRS				
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	(C)S Adjustment	DESCRIPTION	(C)S Adjustment	DESCRIPTION	(C)S Adjustment
Sale or Financing		ArmLth		ArmLth			
Concessions		FHA;7000		Cash;1500			
Date of Sale/Time		9/09/18;c08/18	0	9/04/18;c02/18	0		
Location	N;Res;	N;Res;		N;Res;			
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple			
Site	11.45 ac	17424 sf	+108,000	13.04 ac	0		
View	N;BusyRd.	N;Res.	0	N;BusyRd;			
Design (Style)	DT2;Traditional	DT2;Traditional		DT2;Traditional			
Quality of Construction	Q4	Q3	0	Q3	0		
Actual Age	22	8	0	21	0		
Condition	C3	C3		C3			
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	8 4 3.1	12 6 4.1	-4,000	9 5 3.1	0		
Gross Living Area	5,059 sq.ft.	6,047 sq.ft.	-29,600	3,744 sq.ft.	+39,500		sq.ft.
Basement & Finished	2716sf0sfwo	0sf	+27,160	2400sf2400sfwu	+3,160		
Rooms Below Grade				2rr1br1.0ba0u	-24,000		
Functional Utility	Average	Average		Average			
Heating/Cooling	FWA C/Air	FWA C/Air		FWA C/Air			
Energy Efficient Items	Standard	Standard		Standard			
Garage/Carport	2ga2dw	3ga2dw	0	2ga2gd2dw	-14,000		
Porch/Patio/Deck	Porch,Deck,Patio	Porch, Patio	0	Porch,Deck,Patio			
Other	1 F/P,F,Pool,OB	1 F/P	+19,000	1 F/P	+19,000		
Location By High School	Ola	Dutchtown	+34,650	Union Grove	-90,750		
Original List	N/A	\$385,000	0	\$645,000	0		
Net Adjustment (Total)		\$ 153,210		\$ 67,090			
Adjusted Sale Price		Net Adj. 39.8 %		Net Adj. 11.1 %		Net Adj. %	
of Comparables		Gross Adj. 57.2 % \$ 538,210		Gross Adj. 31.5 % \$ 537,910		Gross Adj. % \$	

## Summary of Sales Comparison Approach

ITEM	SUBJECT	COMPARABLE SALE #7	COMPARABLE SALE #8	COMPARABLE SALE #9
Date of Prior Sale/Transfer	01/31/2018			
Price of Prior Sale/Transfer	\$250,000	\$0	\$0	
Data Source(s)	CRS	CRS	Tax Records	
Effective Date of Data Source(s)	02/26/2019	03/04/2019	03/02/2019	

Analysis of prior sale or transfer history of the subject property and comparable sales

ANALYSIS COMMENTS

Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA

Zip Code 30252

Lender Bank of America - HFI 2nd Lien

## General Text Addendum

## \* Exterior-Only: Sales Comparison Analysis - Summary of Sales Comparison Approach

The appraiser's comparable search parameters began with an MLS search for single family homes sold within the prior year in the subject's subdivision. Due to a lack of recent sale activity, the comparable search parameters were extended to sales outside the subject's subdivision and extended to over 12 mile's distance to bracket features. The search included property built within ten years of the subject's age and containing similar square foot of living area. The comparable sales used in the appraisal were the most recent and overall similar sales within the subject's area. The most weight was given to Comparable #2 because of least amount of adjustment. Adjustment for lot size was based on MLS#8463209, 2450 Luella Rd (\$87,000/8.87 acres - \$9,808 per acre). Adjustment for pool was based on paired sales between Comparable #1 and #2. Adjustment for detached garage was based on paired sales between Comparable #2 and #3. Adjustment for location was based area market surveys by high school. Ola's Median Sales Price \$237,500; Union Grove's Median Sales Price \$279,000 (-15%); Luella's Median Sales Price \$197,500 (+20%); Locust Grove's Median Sales Price \$189,900 (+25%); and Dutchtown's Median Sales Price \$216,000 (+9%). Because of property differences, there are higher than normal percent adjustments. Adjustment for time (sales contract date) was based on market conditions by high school for Luella, all other areas are stable and market condition reports are located in scanned documents. Based on paired sales between Comparable #4 and #2, there is no market support for quality (superior siding). Adjustment for detached garage with quest house was based on paired sales between Comparable #8 and #1. While many comparables are different in size by over twenty-five percent, they were included because they bracket subject's features.

The purpose of this addendum is to provide the lender with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address: 275 Butler Bridge Dr

City: McDonough

State: GA

ZIP Code: 30252

Borrower: LISA GARDNER

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below, if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis		Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	10	5	5		<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	1.67	1.67	1.67		<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	6	7	6		<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab. Rate)	3.6	4.2	3.6		<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %		Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	\$412,460	\$450,000	\$440,000		<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	31	58	61		<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Comparable List Price	\$536,900	\$405,000	\$512,450		<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	167	112	27		<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	98.27	97.49	97.83		<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?					<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).  
 The AtlantaGAMLS MLS indicates there were 20 closed sales during the past 12 months and 13 of those sales contained seller concessions which is 65% of the total transactions in this market area. Prior Months 7-12: 10 Sales; 8 with concessions; 80% of sales for this period. 4-6: 6 Sales; 2 with concessions; 40% of sales for this period. 0-3: 5 Sales; 3 with concessions; 60% of sales for this period. The concessions ranged between \$1,500 and \$13,000. The median concession amount is \$5,400.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No. If yes, explain (including the trends in listings and sales of foreclosed properties).  
 The data used in the grid above does not indicate there were any REO/Short sales or other distressed properties associated with the reported transactions. However, this is not a mandatory reporting field for agents and there may be some distressed sales that were not reported. It is beyond the scope of this assignment to confirm each sale used in the Market Conditions Report.

Cite data sources for above information.

The AtlantaGAMLS MLS was the data source used to complete the Market Conditions Addendum, Effective Date: Saturday, March 02, 2019

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Sales and listings are stable

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data		Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)					<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)					<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings					<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)					<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No. If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Appraiser Name: Laura N Ussery, Staff Appraiser Supervisory Appraiser Name: \_\_\_\_\_  
 Company Name: Corelogic Platinum Valuation Solutions Company Name: \_\_\_\_\_  
 Company Address: 3001 Hackberry Rd, Irving, TX 75063-0156 Company Address: \_\_\_\_\_  
 State License/Certification #: CR261426 State: GA State License/Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Email Address: lussery@corelogic.com Email Address: \_\_\_\_\_

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Condition Ratings and Definitions

## C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

*Note. Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep)*

## C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*Note. The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

## C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

## C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*Note. The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

## C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*Note. Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

## C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements*

## Quality Ratings and Definitions

## Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

## Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

## Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

## Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

## Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

## Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

## Definitions of Not Updated, Updated, and Remodeled

## Not Updated

**Little or no updating or modernization. This description includes, but is not limited to, new homes.**

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical functional deterioration.

## Updated

**The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.**

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

## Remodeled

**Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.**

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3 2 Indicates three full baths and two half baths.



Abbreviations Used in Data Standardization Text  
Exhibit First Amended Complaint Page 62 of 76

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Across	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CitySky	City View Skyline View	View
CityStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade



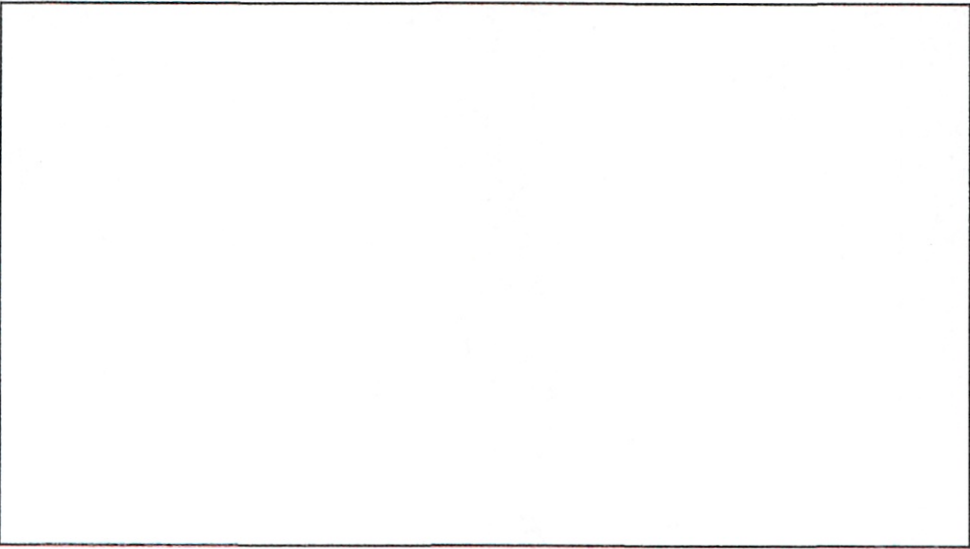
SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client LISA GARDNER  
Property Address 275 Butler Bridge Dr  
City McDonough County Henry State GA Zip Code 30252  
Lender Bank of America - HFI 2nd Lien



FRONT OF SUBJECT PROPERTY

Subject Front  
275 Butler Bridge Dr



REAR OF SUBJECT PROPERTY



STREET SCENE

Subject Street  
275 Butler Bridge Dr



Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA

Zip Code 30252

Lender Bank of America - HFI 2nd Lien



#### Comparable Sale 1

585 Snapping Shoals Rd

McDonough GA 30252

Date of Sale: s02/18;c01/18

Sale Price: 385,000

Sq. Ft.: 3,222

\$ / Sq. Ft.: 119.49



#### Comparable Sale 2

438 Harper Rd

McDonough GA 30252

Date of Sale: s02/19;c01/19

Sale Price: 460,000

Sq. Ft.: 2,908

\$ / Sq. Ft.: 158.18



#### Comparable Sale 3

1000 Airline Rd

McDonough GA 30252

Date of Sale: s10/18;c10/18

Sale Price: 509,000

Sq. Ft.: 2,610

\$ / Sq. Ft.: 195.02



Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA Zip Code 30252

Lender Bank of America - HFI 2nd Lien

**Comparable Sale 4**

575 Chambers Rd

McDonough GA 30253

Date of Sale: s09/18;c08/18

Sale Price: 365,000

Sq. Ft.: 4,086

\$ / Sq. Ft.: 89.33

**Comparable Sale 5**

128 Robson Trl

McDonough GA 30252

Date of Sale: Active

Sale Price: 489,000

Sq. Ft.: 3,618

\$ / Sq. Ft.: 135.16

**Comparable Sale 6**

200 Harris Dr

Locust Grove GA 30248

Date of Sale: Active

Sale Price: 525,000

Sq. Ft.: 4,255

\$ / Sq. Ft.: 123.38



Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA

Zip Code 30252

Lender Bank of America - HFI 2nd Lien



#### Comparable Sale 7

151 Telfair Ln

McDonough GA 30253

Date of Sale: s09/18;c08/18

Sale Price: 385,000

Sq. Ft.: 6,047

\$ / Sq. Ft.: 63.67



#### Comparable Sale 8

2027 Airline Rd

McDonough GA 30252

Date of Sale: s04/18;c02/18

Sale Price: 605,000

Sq. Ft.: 3,744

\$ / Sq. Ft.: 161.59

#### Comparable Sale 9

Date of Sale:

Sale Price:

Sq. Ft.:

\$ / Sq. Ft.:







Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA

Zip Code 30252

Lender Bank of America - HFI 2nd Lien

Exhibit First Amended Complaint Page 68 of 76

## Fannie Mae Market Conditions Results

Report generated on 06/16/2020 at 10:00 AM EDT. Report is for the period 06/01/2020 to 06/15/2020.

Report is for the period 06/01/2020 to 06/15/2020.

Report is for the period 06/01/2020 to 06/15/2020.

### Inventory Analysis

Inventory Analysis  
 Inventory Analysis  
 Inventory Analysis  
 Inventory Analysis  
 Inventory Analysis

#### Prior 7-12 Months

210  
 25.50  
 1.1  
 2.1

#### Prior 4-6 Months

144  
 10.50  
 1.2  
 1.1

#### Current 3 Months

70  
 15  
 1  
 1

### Median Sales & List Price, DOM, Sale List Price Ratio

Median Sales & List Price, DOM, Sale List Price Ratio  
 Median Sales & List Price, DOM, Sale List Price Ratio  
 Median Sales & List Price, DOM, Sale List Price Ratio  
 Median Sales & List Price, DOM, Sale List Price Ratio  
 Median Sales & List Price, DOM, Sale List Price Ratio

#### Prior 7-12 Months

\$214,100  
 15  
 124.24  
 10  
 10.50  
 2

#### Prior 4-6 Months

\$214,100  
 12  
 124.24  
 10  
 10.50  
 1

#### Current 3 Months

\$214,100  
 10  
 124.24  
 10  
 10.50  
 1

### Median List Price and DOM For Other Situations

Median List Price and DOM For Other Situations  
 Median List Price and DOM For Other Situations  
 Median List Price and DOM For Other Situations  
 Median List Price and DOM For Other Situations  
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 Median List Price and DOM For Other Situations  
 Median List Price and DOM For Other Situations  
 Median List Price and DOM For Other Situations  
 Median List Price and DOM For Other Situations

#### Prior 7-12 Months

1  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1

#### Prior 4-6 Months

\$12,900  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1

#### Current 3 Months

\$12,900  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1

Report generated on 06/16/2020 at 10:00 AM EDT.

Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA

Zip Code 30252

Lender Bank of America - HFI 2nd Lien

CASS# 7-2005000843-DUMB4FGV-ED000167200-9-Entered 06/28/20 12:47:24 of Desc  
Exhibit First Amended Complaint Page 69 of 76

## Fannie Mae Market Conditions Results

Report Generated by Fannie Mae Market Conditions Analysis Tool (STATLIST) for Bank of America

Report Date: Fri, 07/17/2020

Report Date: Mar 02, 2019

## Inventory Analysis

	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months
Total Number of Comparable Sales Settled	135	130	17
Absorption Rate: Total Sales Month	84.1%	85.4%	20.6%
Total Number of Comparable Active Listings	110	114	90
Months of Inventory Supply: Total Listings Abs. Rate	1.3	1.4	3.7

## Median Sales &amp; List Price, DOM, Sale/List % Ratio

	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months
Median Comparables Sale Price	\$277,000	\$282,857	\$279,000
Median Comparables Sales Days on Market	14	12	32
Median Comparables Listing List Price	\$325,000	\$324,000	\$322,000
Median Comparables Listing Days on Market	125	111	28
Median Sale Price as % of List Price	95.9%	100.0%	95.9%
Median Buyer Concessions: Percent of Price	1.2%	1.0%	1.4%

## Median List Price and DOM For Other Statuses

	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months
Under Contract	-	0	49
Median Comparables Under Contract	\$397,000	\$400,000	\$394,857
Median Comparables Days on Market	345	1	20
Withdrawn	-	-	39
Median Comparables Withdrawn	68	21	39
Median Comparables List Price	\$344,000	\$289,000	\$276,375
Median Comparables Days on Market	48	74	57
Expired	-	-	37
Median Comparables Expired	65	49	37
Median Comparables List Price	\$385,000	\$394,000	\$325,000
Median Comparables Days on Market	89	72	93
Properties Listed as Foreclosures or Bank-Owned	-	-	-
Days on Market Per Period	-	-	-

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1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

Report Date: Mar 02, 2019

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months	
	308	130	103	
	\$1,354	43.33	54.33	
	169	114	113	
Median Sales & List Price, DOM, Sale/List% Ratio	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months	
Median Comparables Sale Price	\$235,400	\$231,500	\$234,000	
Median Comparables Sales Days on Market	18	21	26	
Median Comparable Listings List Price	\$269,900	\$283,523	\$269,000	
Median Comparable Listings Days on Market	34	105	43	
Median Sale Price as a Percent Price	99.60%	96.70%	99.41%	
Median Sale Completion Percentage for SC's	2.04	2.21%	2.02	
Median List Price and DOM For Other Statuses	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months	
	Under Contract			
	Median Comparables Under Contract	2	2	66
	Median Comparables List Price	\$	\$259,400	\$241,950
	Median Comparables Days on Market	1	5	17
	Withdrawn			
	Median Comparables Withdrawn	61	24	21
	Median Comparables List Price	\$289,100	\$259,400	\$315,950
	Median Comparables Days on Market	51	61	77
	Expired			
Median Comparables Expired	13	45	69	
Median Comparables List Price	\$217,400	\$235,000	\$217,450	
Median Comparables Days on Market	54	23	22	
Reported Listed as Forfeitures or Bank-Owned				
Active Listings Per Period	3	1	0	

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Borrower/Client LISA GARDNER

Property Address 275 Butler Bridge Dr

City McDonough

County Henry

State GA

Zip Code 30252

Lender Bank of America - HFI 2nd Lien

Exhibit First Amended Complaint Page 71 of 76

## Fannie Mae Market Conditions Results

Sample

Search Criteria: 5+PRSD&amp;ARLIST#21M&amp;HSLST#Lega35STATLIST#ANBCKPAUSLPRIDA XWD

Ref Bank Date: Feb 27, 2019

Report Date: Mar 11, 2019

### Inventory Analysis

	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months
Total Number of Comparable Sales Settled	135	134	94
Completion Rate - Total Sales Months	54.17	44.77	41.33
Total Number of Comparable Active Listings	116	97	95
Months of Housing Supply - Total Listings Abs. Rate	2.1	2.2	1.0

### Median Sales & List Price DOM Sale/List's Ratio

	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months
Median Comparable Saw Price	\$195,100	\$194,612	\$207,427
Median Comparables Sales Days on Market	15	17	22
Median Comparable Listings List Price	\$275,100	\$260,076	\$270,000
Median Comparable Listings Days on Market	98	107	45
Median Sale Price vs List Price	97.9%	95.4%	95.21%
Median Seller Concessions Percent for SOLD's	2.22%	2.22%	2.42%

### Median List Price and DOM For Other Statuses

	Prior 7-12 Months	Prior 4-6 Months	Current-3 Months
Under Contract			
Under Contractables Under Contract	5	3	43
Median Comparables List Price	\$1	\$279,050	\$225,000
Median Comparables Days on Market	0	11	22
Withdrawn			
Under Contractables Withdrawn	94	90	26
Median Comparables List Price	\$257,410	\$125,450	\$269,000
Median Comparables Days on Market	47	67	74
Expired			
Under Contractables Expired	15	29	23
Median Comparables List Price	\$294,900	\$264,000	\$447,900
Median Comparables Days on Market	66	73	93
Properties Listed as Forfeitures or Bank-Owned			
New Listings Per Period	1	1	1

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PO Box 31690  
Tampa, FL 33631-3690



AB 0520 959 763 00065 #@01 AB 0.412  
LISA C GARDNER & DAVID A GARDNER  
BUTLER BRIDGE DR  
MCDONOUGH GA 30252

Account No.: 2763

Date  
May 16, 2019

Property Address:  
275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252

Dear LISA C GARDNER & DAVID A GARDNER,

Thank you for your participation in the home loan assistance process. Due to a recent change in the status of your home loan assistance request, you will no longer be assigned to a dedicated, single point of contact.

In the future, if you have any questions or require further assistance concerning your home loan, please call 800.669.6650, Monday through Friday, 8 a.m. to 5 p.m. local time.

We appreciate the opportunity to serve your home loan needs.

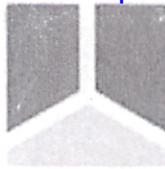
Home Loan Team  
Bank of America, N.A.

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Protect your personal information before recycling this document.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.





**PHELAN HALLINAN DIAMOND & JONES, PLLC**

11675 Great Oaks Way, Suite 320

Alpharetta, GA 30022

Telephone: 770-393-4300

Fax: 770-393-4310

May 7, 2019

Representing Lenders in Georgia

LISA C. GARDNER  
DAVID A. GARDNER  
BUTLER BRIDGE DR  
MCDONOUGH, GA 30252

Property Address: 275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252  
Loan #: 2763

Dear Borrower:

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION THAT WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

The loan referenced above has been referred to this law firm. Please be advised that this notice is being sent to you pursuant to the requirements of Federal law.


The amount of the debt as of the date of this letter is \$184,484.24. However, the amount needed to reinstate or pay off your loan changes daily due to any additional interest, late charges or other fees that may accrue.

The debt is owed to BANK OF AMERICA, N.A., who may not currently be the recorded holder of the Security Deed.

This letter is notice that unless you dispute the validity of the debt or any portion thereof within thirty (30) days after receipt of this letter, we will assume that the debt is valid. If you notify us in writing at the above address within the thirty-day period that the debt (or any portion thereof) is disputed, we will obtain verification of the debt, and a copy of such verification will be mailed to you. We will also provide to you the name and address of the original creditor (if different from the current creditor), upon your written request within the thirty(30) day period.

If you were previously in bankruptcy and received a Chapter 7 discharge, this correspondence is not and should not be construed as an attempt to collect a debt. The action we have been requested to take would be limited to any ultimate foreclosure of the above referenced property. If you are currently under bankruptcy protection, please fax your bankruptcy case information to us at 770-393-4310.

Sincerely,

  
**Phelan Hallinan Diamond & Jones, PLLC**  
Blair Weatherly, Esq., Id. No.672518

HENRY

BK:16583 PG:210-210  
Filed and Recorded  
Jul-31-2019 03:16 PM  
DOC# 2019 - 019643  
BARBARA A. HARRISON  
CLERK OF SUPERIOR COURT  
HENRY COUNTY, GA  
Participant ID: 2129006062

After recording, return to:  
Phelan Hallinan Diamond & Jones, PLLC  
11675 Great Oaks Way, Suite 320  
Alpharetta, GA 30022  
File # 41500 / BLP

Parcel Number: 165-1-52000

CROSS REFERENCE TO:

Deed Book 10356, Page 294 (Security Deed)

PLEASE INDEX UNDER:

GRANTOR: GARDNER, LISA C and DAVID A  
GRANTEE: BANK OF AMERICA, N.A.

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

AFFIDAVIT AFFECTING TITLE

STATE OF GEORGIA  
COUNTY OF FULTON

BEFORE ME the undersigned, personally came E. Blair Weatherly, Esq. (hereinafter the "Affiant") being duly sworn, states and makes this Affidavit of his/her own personal knowledge, showing and saying as follows:

1. That the Affiant is over the age of eighteen (18) years has personal knowledge of the facts set forth herein.
2. Affiant, an attorney at Phelan, Hallinan, Diamond & Jones, PLLC caused to be review the following deed:
  - a. Security Deed recorded in Deed Book 10356, Page 294
3. It has come to the attention of the affiant that said Deeds contained an error in the legal description citing the property address as 275 Butler Bridge Drive, McDonough, GA..
4. The correct legal description should be as follows:

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF HENRY AND STATE OF GEORGIA, DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 78 AND 79 OF THE 8TH DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 40.26 ACRES, AS SHOWN ON PLAT OF SURVEY MADE FOR BOBBY ABBOTT BY JOE ROWAN, JR., HENRY COUNTY SURVEYOR, DATED JANUARY 16, 1986, RECORDED IN PLAT BOOK 12, PAGE 14, HENRY COUNTY RECORDS. THE DESCRIPTION OF SAID PROPERTY AS CONTAINED ON SAID PLAT IS HEREBY INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

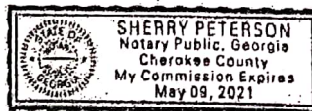
LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 78 OF THE 8TH DISTRICT OF HENRY COUNTY, GEORGIA, CONTAINING 1.42 ACRES, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO PLAT OF SURVEY MADE FOR JOSEPH ARMOND DANIELL AND ELSIE M. DANIELL BY JOHN M. MASSEY, JR., GEORGIA REGISTERED LAND SURVEYOR NO. 2490, DATED AUGUST 28, 1993, RECORDED IN PLAT BOOK 22, PAGE 113, HENRY COUNTY RECORDS. THE DESCRIPTION OF SAID PROPERTY AS CONTAINED ON SAID PLAT IS HEREBY INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

The purpose of this affidavit is to put all parties on notice of the above-described error(s) and to correct the same. Affiant is aware that this affidavit will be relied upon by lenders, attorneys, title holders, prospective purchasers and title insurance companies and any other person interested in the Real Property and is made for the purpose of showing facts affecting title to land pursuant to Section 44-2-20 of the Official Code of Georgia Annotated.

Further Affiant sayeth naught.

Signed, sealed and delivered in the presence of this 31  
day of July, 2019.



AFFIANT:

By:

Name: E. Blair Weatherly, Esq

Notary Public



Lisa C. Gardner  
David A. Gardner  
275 BUTLER BRIDGE DR  
MCDONOUGH, GA 30252-4909

**Customer Name:**  
Lisa C. Gardner  
David A. Gardner

**Account number:**  
876892763

**Date:**  
November 16, 2019

**Customer service:**  
800.669.0102

**Account information:**  
bankofamerica.com

OUR RECORDS INDICATE YOU RECEIVED A DISCHARGE OF ALL OR PORTION OF YOUR PERSONAL OBLIGATION TO REPAY THE DEBT ASSOCIATED WITH THE ABOVE REFERENCED LOAN. WE ARE LEGALLY REQUIRED TO SEND YOU THIS NOTICE PURSUANT TO THE REAL ESTATE SETTLEMENT PROCEDURES ACT AND OTHER REQUIREMENTS. THIS NOTICE IS FOR COMPLIANCE PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT, A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR A DISCHARGED DEBT.

Please call us as soon as possible to see if we can help you with your home equity account at 800.669.0102, Monday through Thursday, 8 a.m. to 12 a.m. and Friday, 8 a.m. to 8 p.m. Eastern.

While we will not take any steps to collect a debt from you personally, we have a right to proceed against the property securing the debt and invoke foreclosure based on the terms of the mortgage contract. If you would like to stay in your home or otherwise avoid foreclosure, you may be interested in the options provided in this letter. Please read this letter carefully.

We noticed you're behind on your mortgage payments and realize you might be having a difficult time. We understand these things can happen and want you to know about ways we may be able to help.

We can provide free help with your home equity account so call us right away. Waiting could affect your ability to take advantage of any of the programs you may be eligible for.

### **Already started a loan modification with us?**

You may have already reached out to us before we mailed you this letter. If you have, please continue to work with your assigned Customer Relationship Manager, and contact them with any questions about this letter.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.



## Home equity account assistance options

We offer different programs to help you avoid foreclosure and keep your home equity account and there are no fees associated with any of them. Depending on your situation, we may be able to help you with one or more of these options:

- Adding outstanding amounts to your balance to bring your account up to date.
- Changing the interest rate.
- Extending the term of your loan.
- Delaying repayment of a portion of the account until the end of the term.

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD) approved housing counselors by calling **800.569.4287** or accessing the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> to find a counselor near you. The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt. Additional assistance in understanding this notice is available at the **HOPE Hotline number 888.995.HOPE (4673)**.

## If you need help, please call us today

We want to find a solution for you. Please call us at 800.669.0102, Monday through Thursday, 8 a.m. to 12 a.m. and Friday, 8 a.m. to 8 p.m. Eastern to discuss your possible options.

If you're unable to call us, you can write us at:

Bank of America, N.A.  
Home Retention  
6860 Argonne St  
Unit A  
Denver, CO 80249

If you decide to apply for assistance with your home equity account we may use a property valuation to estimate the market value of your property. If so, we will send you a copy for free.

## We're here to help – please call us as soon as possible.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you are a member of the military, or if you are the spouse, domestic partner or dependent of a military member, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and/or similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or eligibility under SCRA or similar state laws may not necessarily prevent actions such as foreclosure or repossession. If you have a loan that is in default, a court may authorize foreclosure or repossession. If you are having difficulty making your payments, please contact us as soon as possible so we can discuss any available options. You can apply for benefits and find additional resources, including financial education and information about how we support those who serve our country, at [bankofamerica.com/military](http://bankofamerica.com/military). You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](mailto:militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](mailto:legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

Under federal law, you have certain rights to send written notices of error, requests for information and qualified written requests, as each of those terms is defined under the Real Estate Settlement Procedures Act (RESPA). These rights include the obligations for us to research and respond to your notice or request and to do so within certain time frames. For more information about these rights, you can go to [bankofamerica.com](http://bankofamerica.com) or contact us. We've established an exclusive address for you to send these types of written notices and requests, as provided below. If you send these notices or requests to another one of our addresses, you may not be entitled to the rights afforded you under federal law. Mailing Address for Written Notices of Errors, Requests for Information and Qualified Written Requests (as defined under RESPA):

Bank of America, N.A.  
PO Box 942019  
Simi Valley, CA 93094-2019

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